

CASE NO. 822-S-15
SUPPLEMENTAL MEMORANDUM #1
February 22, 2016

Petitioner: Nick Brian, d.b.a. Greenside Lawn Care

Request: Authorize a Special Use Permit for a Contractor's Facility (with or without outdoor storage and/or outdoor operations) and a caretaker's dwelling in addition to an existing single family dwelling in the AG-1 Agriculture Zoning District.

Location: A tract of land comprised of Lot 1 of Meadow Ridge Subdivision in the Southwest Quarter of the Northwest Quarter of Section 17 of Township 20 North, Range 8 East of the Third Principal Meridian in Hensley Township and commonly known as the contractor business Greenside Lawn Care, located at 707 CR 2200 North, Champaign, Illinois.

Site Area: 11.09 acres

Time Schedule for Development: Already in use

Prepared by: Susan Chavarria
Senior Planner

John Hall
Zoning Administrator

STATUS

There are three new items for consideration in this Special Use Permit case:

- New information was received from the Petitioner on February 19, 2016 regarding exterior lighting (Attachment A)
- Neighbors Jeff and Sarah Carpenter provided more information about how the petitioner's business impacts them (see Neighborhood Concerns section below)
- Letter of Opposition (with attachments) to the proposed Special Use Permit from Carl Webber, Attorney for the Carpenters, received February 22, 2016 (Attachment B)

EXTERIOR LIGHTING

Mr. Brian submitted the specifications for his existing outdoor lighting on the shed (see Attachment A). Staff checked with the manufacturer, and this lighting does not conform to the Zoning Ordinance because it is not full cut-off. Staff provided Mr. Brian with a model number that the manufacturer says is full cut-off. Staff also provided Mr. Brian with the relevant Zoning Ordinance text regarding outdoor lighting for Special Use Permits and advised him that the lighting would likely become a special condition of approval.

NEIGHBORHOOD CONCERNS

Sarah Carpenter, neighbor to the east of the subject property, spoke with Susan Chavarria by phone on Friday, February 19, 2016. She wanted to clarify her initial complaint made in December 2015 about noise from the petitioner's business. She said that snow plows start as early as 6-6:30am and she sometimes hears them as late as midnight. She hears the plow/salt trucks for an hour or two after they have returned to the property. She's not sure what they are doing when they return, but she hears the

beeping that comes from reversing machinery, vibrations and rumbling. She understands that snow plowing does not always happen at predictable times, but wondered if there was a way to limit when the noise can occur. Mowing in the summer starts as early as 6-6:30am, which is also loud. She said there is salt delivery and third party trucks collecting salt. She cannot say if they are buying salt from Mr. Brian or if the third party trucks are subcontractors for Mr. Brian.

PROTEST DOCUMENTS

Staff received a packet (Attachment B) from Carl Webber, Attorney for the Carpenters, that details why the ZBA should consider denying the Special Use for Nick Brian's business. The Letter of Opposition includes citations from the Zoning Ordinance, Nuisance Ordinance and Subdivision Covenants as well as images and special conditions the Carpenters would like the ZBA to consider if the Board approves the Special Use Permit.

ATTACHMENTS

- A Lighting specifications and email to Nick Brian dated February 19, 2016
- B Letter of Opposition (with attachments) from Carl Webber, Attorney for the Carpenters, received February 22, 2016

Susan Chavarria

From: Info Wallpacksdirect <info@wallpacksdirect.com>
Sent: Friday, February 19, 2016 9:48 AM
To: Susan Chavarria
Subject: Re: New offline message from your site!

Hello,

No the WMFT is not considered a full cut off. The WP3DS-30 is a full cutoff [link to WP3DS-30](#)

Please let me know if you have any further questions

Thank you
Mike

Sales Team
[WallPacksDirect.com](#)
info@wallpacksdirect.com

Tel: 800-701-1371
Fax: 800-948-3140



On Fri, Feb 19, 2016 at 8:59 AM, <schavarr@co.champaign.il.us> wrote:

Offline Message from your website

Hi, user schavarr@co.champaign.il.us send you an offline message.

Could you please let me know if the Jarvis WMFT Forward Throw Wall Pack WMFT-100-BRZ is considered full cut-off?

Regards,
Tidio Chat Team

RECEIVED

FEB 19 2016

CHAMPAIGN CO. P & Z DEPARTMENT



Jarvis WMFT - Forward Throw Wall Pack

Durable and efficient wall pack lighting saves electricity, reduces maintenance and enhances night-time visibility.

LEDs: WMFT Series features heavy-duty LEDs. Fewer diodes are needed to create equal or more light.

Optics: WMFT Series features patent-pending optics that control light spread. Over 90% of the light is directed downward and outward, improving the distance this light illuminates. The optics are enclosed by a prismatic lens.

Housing: WMFT Series is available in two standard finishes, bronze and white. Please contact your Jarvis Corp representative for custom color options.

Mounting: Standard sized wall-pack housing makes mounting simple. Conduit can enter from all sides and back of fixture. Design allows for back mounting plate to be mounted separate from LED components, making for "hands free" wiring.

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FEB 19 2016

CHAMPAIGN CO. P & Z DEPARTMENT

Options and Information

Photo-cells and Motion Sensors: WMFT series is compatible with many photocells and motion sensors. Consult factory for specific compatibilities.

Certifications: ETL Listed. Conforms to required UL 1598. Suitable for wet locations.

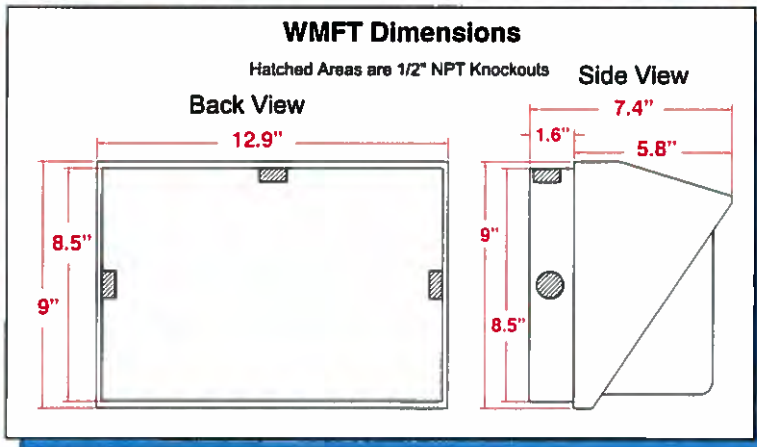
Rebates: The WMFT Series qualifies for many government and utility rebates.



Electrical and Light Output Specifications

WMFT Series	Enhanced Optics			
Model Number	WMFT-100	WMFT-250	WMFT-320	WMFT-250HV
Heavy Duty Diodes	1 LED	2 LEDS	3 LEDS	2 LEDS
Input Power	29W	55W	79W	55W
Lumens	2375	4175	6200	4175
Typical Metal Halide Replacement	100W	250W	320W	250W
Electrical Input	120-277V, 50-60HZ	120-277V, 50-60HZ	120-277V, 50-60HZ	347-480V, 50-60HZ
	Power supply automatically adjusts to line voltage within range			
Color Temperature	5000K			
Color Accuracy (CRI)	> 70			
Power Factor	> .9			
Lifetime	75,000-100,000 hours			
Warranty	5 years			

Mounting and Spacing



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FEB 19 2016

CHAMPAIGN CO. P & Z DEPARTMENT



Model WMFT-100 (120V)
Model WMFT-250 (120V)
Model WMFT-320 (120V)

Mounting Heights and Spacing: WMFT Series perform best with spacing of 2-4 times the mounting height.



Jarvis Corp
2000 W. Fulton St.
Chicago, IL 60612
(800) 363-1075



WEBBER & THIES, P.C.

ATTORNEYS AT LAW

202 LINCOLN SQUARE

P.O. BOX 189

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February 22, 2016

RECEIVED

FEB 22 2016

CHAMPAIGN CO. P & Z DEPARTMENT

Mr. Eric Thorsland, Chair
and Members of the Champaign
County Zoning Board of Appeals
1776 E. Washington
Urbana, IL 61801

Re: Protest Concerning Application from Nick Brian for a Special Use Permit to Designate his Property as "Contractor Facilities, With or Without Outside Storage"

Ladies and Gentlemen:

We represent Jeff and Sarah Carpenter, who live directly east of Nick Brian's residence. It would be improper to grant Mr. Brian a Special Use Permit to allow him to operate a business in his *front* yard that provides lawn maintenance, snow plowing and road salting. A 24-hour salting and plowing operation is simply not acceptable in a residential area. Similarly, the lawn care portion of the business is not compatible with a residential use. The County allows residential subdivisions in AG-1, and it must provide some level of protection for residential developments.

Mr. Brian has filed an incomplete, unsupported, insufficient and unreasonable request to transform his residential property into a substantial commercial site. As a summary of their concerns, please consider:

- a. He has not attached his purchase contract and all of the property owners have not signed the request. [Section 9.1.11(A)(3)(a)(ii)]
- b. He has greatly misstated the complexity and extent of his business and thereby has misled this Board. [Section 9.1.11(B)]. See **Group Exhibit A**, pictures from Petitioner's Facebook page wherein he advertises the size and extent of his business.
- c. He has ignored the fact that the Subdivision Covenants and Restrictions (possibly not binding on this Board, but of substantial interest) clearly define the intention and expectation of all owners in the 40 acre subdivision for this to be a quiet residential subdivision.
- d. He does not meet the 6 requirements for a Special Use Permit. [Section 9.1.11(B)].

- e. He has admitted that he has a second residence on the site and has not indicated, as required, how he will cause it to conform to the applicable zoning upon the sale of his property. He has two primary residences on one lot. He is in violation of Section 4.2.1C of the Champaign County Zoning Ordinance.
- f. Petitioner has not submitted any evidence to show that he is in compliance with Section 6.1.2A regarding exterior lighting at his property.
- g. He has not indicated whether he is requesting inside storage, outside storage or both.
- h. He has not indicated his definition of "Contractor" and has not (i) agreed to limit the number of employees, trucks, cars, earthmoving equipment, tractors, end-loaders, etc.; (ii) agreed not to have any storage of fertilizer, seed, sod and other plant materials, landscaping stones, mulch, ground cover, fencing, stones or gravel; (iii) agreed to store all salt and sand for roads indoors, or (iv) agreed to keep all parts of his operations indoors at all times.
- i. He stores his salt in an outside "lean-to" that is unsightly. See **Exhibit B**.
- j. He has not indicated the size of any proposed parking lot for cars, trucks and machinery. He stated that he has 2 employees and 2 "crews" whatever that means, yet we have pictures of many more than two cars. See **Group Exhibit D**.
- k. He has not indicated the number of, location of or size of additional proposed buildings that he might request. Prior to obtaining a building permit, he had already started the construction of his new proposed building by bringing in and moving a huge amount of dirt on his property. See **Exhibit C**.
- l. He has not indicated the amount of chemicals, fuel and salt that will be stored inside or outside and whether those chemicals might contaminate the air or ground water.
- m. Petitioner has not agreed to limit future use, and, to the contrary, has applied for a building permit for a new (huge) building.

There is no definition of "Lawn Care Contractor" or "Snow Removal Contractor" in the Ordinance. If he is granted a Special Use Permit at all, it should be limited to "Lawn Care" A Permit to carry on a business as a "Landscape Contractor" would be far too broad. In the "Yellow Pages" under "Landscape Contractors," numerous services/products are listed such as;

- a. Lawn care, mowing, trees, fertilizing, weed control,
- b. Snow removal,
- c. Concrete, stone and brick borders, patios, walkways, pillars, mailboxes, walls, sidewalks and pathways,
- d. Seating walls,
- e. Rough and finish grading,
- f. Retaining walls and patios,
- g. Erosion control,
- h. Drainage and tile,
- i. Trucking
- j. Skidster and mini-excavating service,
- k. Decorative and regular concrete,
- l. Concrete removal,

- m. Outside kitchens and fireplaces,
- n. Stump grinding and garden tilling,
- o. Gutter maintenance and removal,
- p. Irrigation installation, maintenance and repair,
- q. Ponds, waterfalls and fountains,
- r. Fencing and decks,
- s. Flower beds and berms,
- t. Brush and yard waste cleanup and hauling,
- u. Tree removal (with 112' bucket truck),
- v. Large tree planting with stern planting truck,

If a Permit were to be granted, it should only include (a) above and should specifically exclude (b) through (v). Petitioner's facility is similar to a Truck Depot. A Truck Depot cannot be interpreted as a Contractor's Facility. *Peet v. Bouie*, 268 Ill.App.3d 18 (1994)..

There are many examples of how Mr. Brian's request violates the stated *Purposes of the Champaign County Zoning Ordinance*. We realize that these broad purposes are open to interpretation, but, we also respectfully suggest that:

- a. His request will lower the value of, rather than "conserve the value" of, area properties. While the Special Use might increase the commercial value of Petitioner's lot, it will, most certainly decrease the value of the neighboring properties. A view of the back of their warehouse gives some indication of the impact of his current use. See **Group Exhibit D**, which show the extent of the use of the property in recent weeks. With the additional building that is being requested, the use, noise pollution and visual pollution will most certainly increase. Salting and plowing trucks loading and operating at all hours of the night cannot possibly benefit the subdivision or even the broader area.
- b. His request will provide an inconsistent intensity of use, rather than allow a mutually beneficial level of use. The use in the 40 acre subdivision is residential use. His requested use is not. The mere fact that it cannot be described as a "home occupation" is an example of the departure from the intended and proper land use in the area.
- c. His request will not properly "restrict trades and industries" as directed. His current illegal use cannot be considered to be an example of current use. It violates the Ordinance. There are ample properly zoned properties in the area to serve his business needs.
- d. His request would allow an intensity of use that would not conform to the requirement of defining uses into consistent classes. Expanding the use of the land in the manner of his request is similar to allowing an intense commercial or industrial use. It is not appropriate in AG-1. A grant of a Special Use permit to petitioner will set a precedent for other neighbors to violate the Restrictive Covenants, and encourage them to use their land for 24 hour commercial activities. Other cases may merit consideration, but this requested use is definitely not compatible with the current uses.

- e. A Permit would condone an “incompatible use.” And, there is no indication of where he will stop. He is already in the process of constructing another building without a permit – and is just now requesting a building permit only after being forced to do so. The pictures in **Exhibit C** and **Group Exhibit D** showing current activity are indicative of his intense, and illegal, use.

To be specific, Mr. Brian’s request does not meet the stated Purposes of the Champaign County Zoning Ordinance.

In order to be granted such a Special Use Permit, he must, at a minimum, conform to all of the following requirements:

1. Confirm that his use of the property falls within the definition of his proposed Special Use.

A Special Use Permit is not a “right” and should only be given to a party who is expected to conform to the statutory and site-specific limitations. He has not shown any such intent.

The application for a special use is incomplete. It does not mention anything regarding existing use of the property, whereas he has been using the property for his business for quite some time. He has been in violation of Covenants and Restrictions, Champaign County Zoning Ordinance and Champaign County Public Nuisance Ordinance by operating a contractor’s facility from his property.

Also, he has applied for a Special Use permit to operate a contractor’s facility for what he implies is a small business. Further, we are concerned that he will continue to expand his business.

Petitioner has not recited the definition of his Special Use, nor has he indicated how he would fit within that definition.

This is not a rural home occupation. The Petitioner cannot apply for a “rural home occupation” due to huge amount of fuel and ice melt/salt stored on his property. It will be unjust to compare rural occupation businesses to that of Petitioner since the substance of the requests are different, and the requirements and qualifying criteria are different. In short, this is considered to be more dangerous, or at least more intensive, than a rural home occupation.

In the present case, criteria for a Special Use permit are not met and the present use of the property does not fall within the definition of the proposed use.

Moreover, Petitioner does not provide any specifics whatsoever in his application for a Special Use so that the Board can reasonably consider his request.

2. Confirm that his tract conforms to the setback and other requirements of the Zoning Ordinance.

According to Section 5.3, Petitioner must comply with the setbacks mentioned in the table. Petitioner should submit documentation to confirm that his property and proposed use of the property (construction of the shed or other accessory building) will conform to the setbacks. The drawings are insufficient.

3. Present a petition signed by all landowners, to which a proper drawing and their purchase contract must be attached.

The published petition is improper since it has not been signed by Lori Brian. According to Section 9.1.11 (A)(3)(a)(ii), the petition must be signed by all owners of the property. As per the Warranty Deed, Lori Brian is apparently an owner of the property, see **Exhibit E**, a copy of the Warranty Deed wherein Petitioner and his wife took title, as well as a copy of the Covenants and Restrictions referred to on the face of the deed.

Also, the Petitioner did not include a copy of his (their) purchase contract as required in 9.1.11 (A)(3)(a)(ii).

Finally, the drawing submitted with Petition is insufficient. The attachments show few distances, have no descriptions of current and proposed buildings (other than to admit that he has two residences on one parcel), are mere sketches and have no scale.

4. Conform to the six Special Use criteria listed under Section 9.1.11(B) and also to the three additional criteria under Section 9.1.11(B) (2) relating to the request for a Special Use in AG-1.

(1.) Public Convenience. The first criteria for a Special Use Permit, is to show that it benefits the public. Petitioner mentions nothing in the application which satisfies the first criteria. The proposed use on the Petitioner's property is not for public convenience. The reasons stated by Petitioner in his application do not describe any necessity for the proposed use. He has not shown that there are no satisfactory sites in the area, nor has he shown that there are no other similar businesses within the marketing area.

(2.) Health of the Neighborhood. The proposed use is injurious to the health of neighbors and the neighborhood. It is also detrimental to the value of other properties and harmful to the quality of life of neighbors. All the neighboring properties within the 40 acres are used for residential purpose. If the petitioner is granted a Special Use permit to operate as a contractor then this will have a negative impact on the value of other properties. Also, the granting of a Special Use permit to the Petitioner will set a zoning precedent and encourage other neighbors to use their property for commercial purposes.

(3.) Character of the District. Under the third criteria, Petitioner is required to justify that the proposed use is not in violation of applicable standards and regulations, and that it preserves the essential character of the AG-1 District. Petitioner is clearly using the property for 24-hour commercial purpose in violation of: (i) the Covenants and Restrictions, (ii) Section 4.2.1C and Section 6.1.2A of the Champaign County Zoning Ordinance and (iii) the Champaign County Public Nuisance Ordinance.

The Purpose of the Zoning Ordinance should guide decisions such as the one requested by Mr. Brian.

The Champaign County Board approved the Covenants and Restrictions of the Brian's subdivision. That should mean something. The character of the District is partly defined by the approved Covenants and Restrictions in deeds. The definition of the character should take into consideration approved agreements that run with the land. The Architectural Committee of the subdivision is comprised of all record owners of all lots of the subdivision. The purpose of this committee is to promote the residential development of the subdivision and to enhance property values and the committee has the right and power to reject approval of plans submitted if they do not benefit and enhance residential

development of the subdivision. The Article also restricts construction, erection, alteration, or maintenance of any building, dwelling, fence or other structure or excavation or driveway unless the plans with all details as mentioned in Article III are submitted to the committee for its approval. The present request is contrary to the intent and the letter of the Restrictive Covenants. The Petitioner never approached the committee with any building plans for construction of a shed or any other accessory structure. The protections in the Covenants are typical provisions found in all recent subdivision Owner's Certificates and are the types of concerns that this Board should consider before granting any type of Special Use.

(4.) **Meets general purpose of the Ordinance.** The purpose of the Ordinance could not have been to allow the proposed commercial use of the property. Such use in the AG-1 zone is not in harmony with the general purpose and intent of the Ordinance. Moreover, this request is for a business to be located in the FRONT of the lot. Instead of being concerned about development in the back yard, the Carpenters are concerned about development in their front yard. If you drive by to look at the illegal current business, please do not just look at it from the road. Drive up into the Carpenter's driveway and see what they have to look at out their front door.

(5.) **Conformity to the Ordinance.** Petitioner did not mention the current use of the property on his application because it violates the Zoning Ordinance, at Section 4.2.1C and Section 6.1.2A. Petitioner has been violating the Zoning Ordinance for several years. This calls into question his ability to conform to the conditional requirements of a Permit. Violations of the Ordinance relating to (i) having two homes on the same lot, (ii) the need for a building permit for his second large building and (iii) the need for a Special Use Permit for his business comprise three violations of the Ordinance and (iv) (past) illegal burning call his intent into question. Violation of the Nuisance Ordinance (see directly below) indicates his disdain for the neighborhood. Equity is not on his side. Even a Special Use Permit requested by a church will not be granted unless it is: (i) necessary, (ii) does not adversely affect the area and (iii) promotes the character of the district. *St. James Temple v. Board of Appeals*, 100 Ill App.2d 302 (1968.) This special use is so extreme that it would constitute rezoning the tract, and therefore, would be considered to be "spot zoning."

(6.) **Authorized Use.** The testimony and evidence submitted by Petitioner portray the business to be a simple, small scale lawn care and snow removal business. It is not. All Exhibits indicate to the contrary. Any allowance of any business purpose on this property would have to be enormously specific.

By using end-loaders to load salt onto heavy trucks late into the night, he has been violating the Nuisance Ordinance. Please see **Exhibit F**, a picture of the activity at 11:30 P.M.

5. **Consider the requirement for a determination that the proposed structure is a "non-adaptable structure" in accordance with the requirement in Section 9.1.11C3 of the Champaign County Zoning Ordinance.**

Petitioner must justify that the shed and other accessory buildings on his property are not "Non-Adaptable Structures". Petitioner must convince the Board that it will not be economically unfeasible to remove these structures in the future. If the Board finds that the construction of a shed or other accessory structure on the property is a Non-Adaptable structure, then the petitioner needs to fulfill additional requirements under Section 6.1.1A. In addition, since a Permit does not "run with the land," Petitioner must satisfy the Board that upon a future sale of his property the Ordinance will be met. The Board might consider the likelihood of Petitioner expanding his business into a larger landscaping business to include the addition of other accessory structures.

6. **Since Petitioner admits to having two free-standing residential structures on one lot, he must indicate how he plans to, now or later, subdivide his lot into two lots, one for each structure, or, in some other way, come into compliance.**

According to Section 4.2.1C, Petitioner cannot have more than 1 Main or Principal Structure or Building per lot or more than 1 Principal Use per lot in AG-1 Zone. At present, he has 2 Main Buildings/Dwellings on the same lot and he is further requesting a building permit for another accessory Shed for his business. He also has two uses on the same Lot – residential and commercial.

7. **Petitioner must explain why he continues to be in violation of Champaign County Public Nuisance Ordinance**

Petitioner has been violating Section 3.2(F)(1),(2),(3),(4) of the Champaign County Public Nuisance Ordinance over a long period of time by operating his business during the hours of 10 PM – 7 AM (which would be a violation even if he had his Special Use Permit.) Please see the picture taken at 11:30 PM at night. In addition, he is causing noise pollution due to construction, operation of powered equipment and operation of motor vehicles on private property. The proposed use is detrimental to the public welfare, causing noise and visual pollution.

8. **If granted a Permit, Petitioner must conform to reasonable conditions.**

However, if the request for a Special Use Permit were to be granted then, at an absolute minimum, any grant should include:

1. Strict conditions and safeguards in conformity with the requirements in the Champaign County Zoning Ordinance.
2. Requirement that such a use is in accordance with all applicable state or federal regulations.
3. Strict conditions on business hours, noise, number of employees, number of commercial as well as private vehicles, measures on safely storing fuel, possible future expansion of business, prohibition on retail sales to customers and limiting the size, type of business activities to those mentioned in petitioner's application to the planning and zoning department. Light pollution, noise pollution, dangerous chemicals, odors, and visual pollution should not be allowed. Some examples of other conditions are listed on **Exhibit G**.

If a Permit is issued, it will be most important to assure that the business is strictly limited to lawn care. Pictures of a sample of landscaping equipment that could be used by a "Landscaping Contractor", as opposed to a "Lawn Care Contractor" are included as **Group Exhibit H**. These are even more inappropriate for this site.

5. Special condition that the proposed Special Use shall comply with exterior lighting specification in paragraph 6.1.2A of the Zoning Ordinance.
6. Special condition that the proposed Special Use complies with the Zoning Ordinance regarding number of dwellings and uses allowed on a property.

The Ordinance is designed to allow a "Contracting Facility." There is no definition of either Contractor or Facility. If this could be read to allow ANY contracting business, then it is, most assuredly, invalid for lack of clarity and takes property from the Carpenters without compensation as is contrary to the United States and the Illinois Constitutions. To avoid such a claim, if it is possible to do so, any Permit would have to be extremely specific, while avoiding the claim of "Contract Zoning." That is a challenge here due to the incompatibility of the request and the residential development.

Petitioner has requested the opportunity to operate his contracting business on a lot which by its specific Covenants and Restrictions allow only residential use. While the Covenants and Restrictions may not bind this Board, they indicate the agreement and expectation of all owners of lots in the subdivision. When purchasing a lot in the subdivision, by specific implication, one agrees to conform to the Covenants and Restrictions thereby *admitting that the proper use of any of the subdivision lots should be limited to a residential use.* While zoning can be changed by a two-thirds majority of the County Board, the Covenants and Restrictions can only be changed by a unanimous vote of all of the owners in the subdivision.

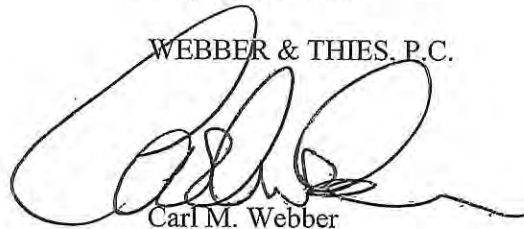
Mr. Brian is requesting a Special Use Permit notwithstanding the fact that he is currently violating at least two portions of the Champaign County Zoning Ordinance and one of the Nuisance Ordinance. Petitioner's history of non-compliance with the Ordinance includes the current business violation as well as a past violation under Permit No: 152-12-02 wherein he was granted a Zoning Use Permit to build a single family home with attached garage with a special condition to decommission the old dwelling by removing the bathroom or the kitchen. He continues to ignore the special condition and is in violation of the special condition to this date. He has received constant requests from the zoning staff to inspect his property and ignored those requests for 16 months. He does not have a Zoning Completion Certificate either for Permit No: 126-10-02 or for Permit No: 152-12-02. It took almost 16 months for the Planning and Zoning Department to get a reply from Petitioner, however, the violation still exists and no correction has been made. The notice of violation sent by the Planning and Zoning department marked a deadline for December 4, 2015 to correct the violation, beyond which no future Zoning Use Permits could be approved unless the violation was corrected. As of February, 22, 2016, the petitioner is still in violation of Section 4.2.1C. This shows petitioner's total lack of concern for the Zoning Ordinance.

The granting of his request for a Special Use Permit is a personal request. It does not run with the land. The question is whether Petitioner deserves to receive this Permit. He does not. At the very least, such a Permit would have to have an extensive list of conditions and, most importantly, be limited to lawn care. His history of following the Ordinance or of conforming to conditions is not good.

There is no reason to think that it will improve.

Very truly yours,

WEBBER & THIES, P.C.



Carl M. Webber

kr
Enc.

EXHIBIT A

Pictures from Greenside Lawn Care's Facebook Profile





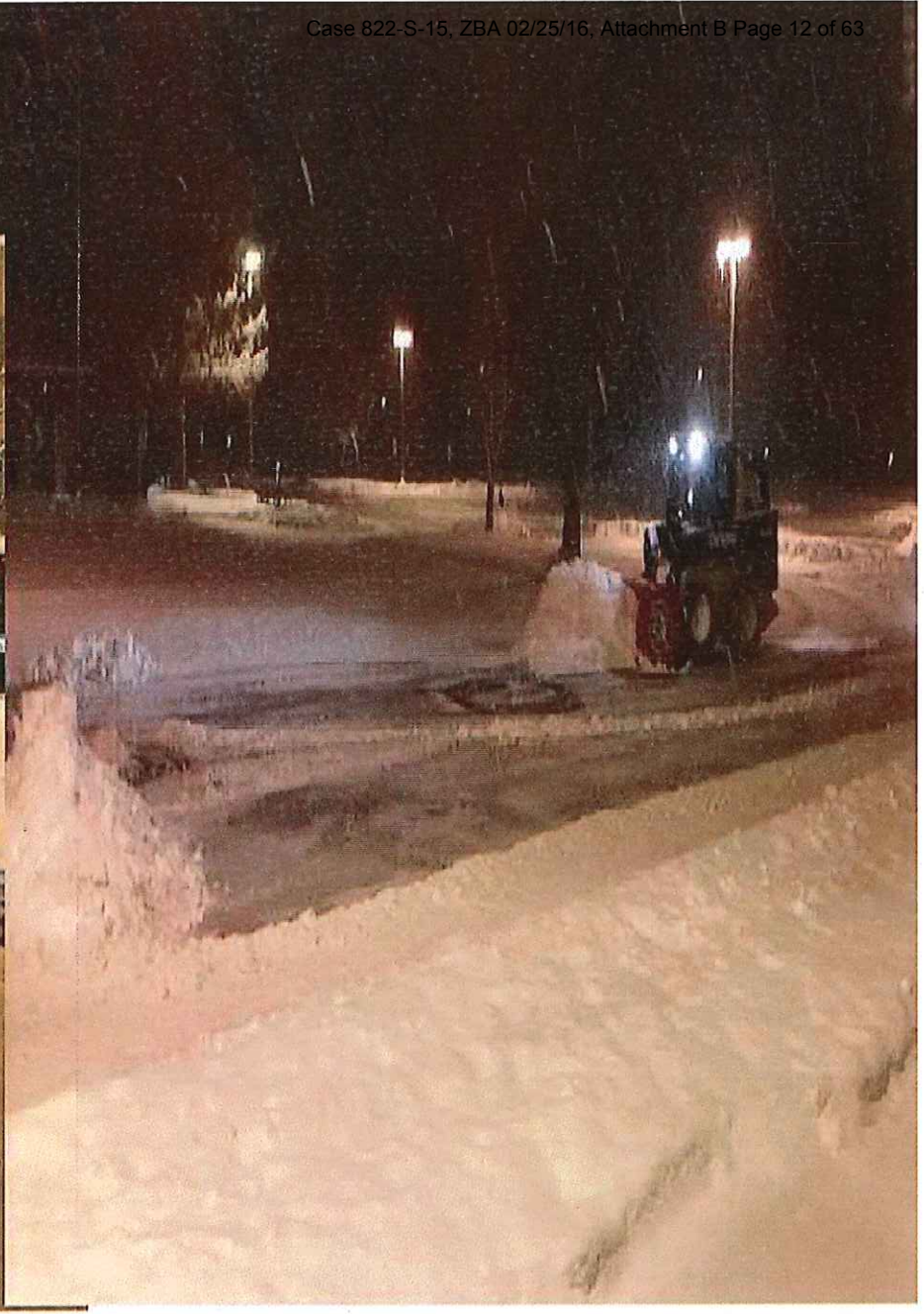
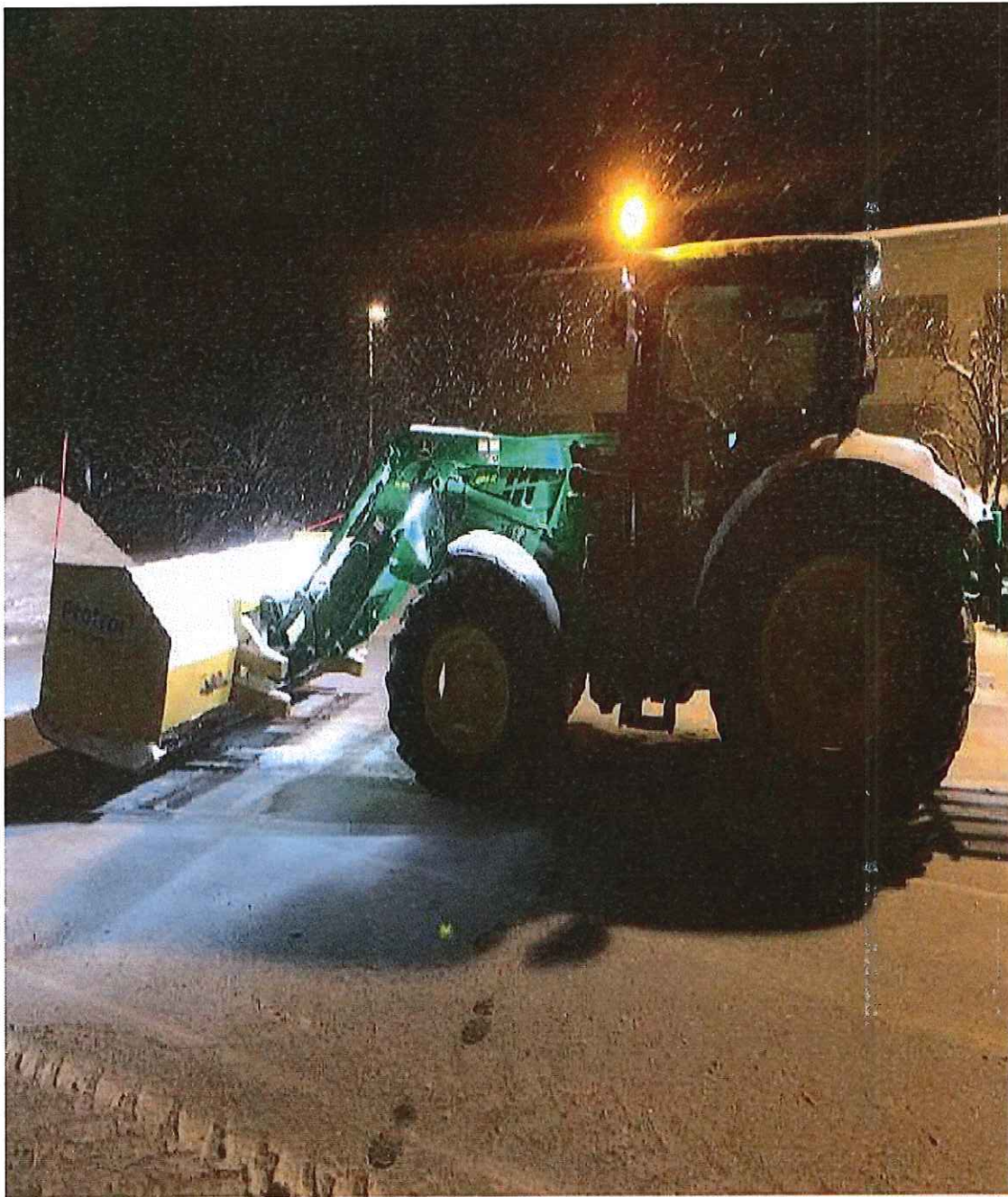












EXHIBIT B

Pictures of Ice Melt/Salt Stored on Property







EXHIBIT C

Pictures of Foundation Work for the New Building/Structure



Perfect Pic



Perfect



Perfect Pic



Perfect Pic

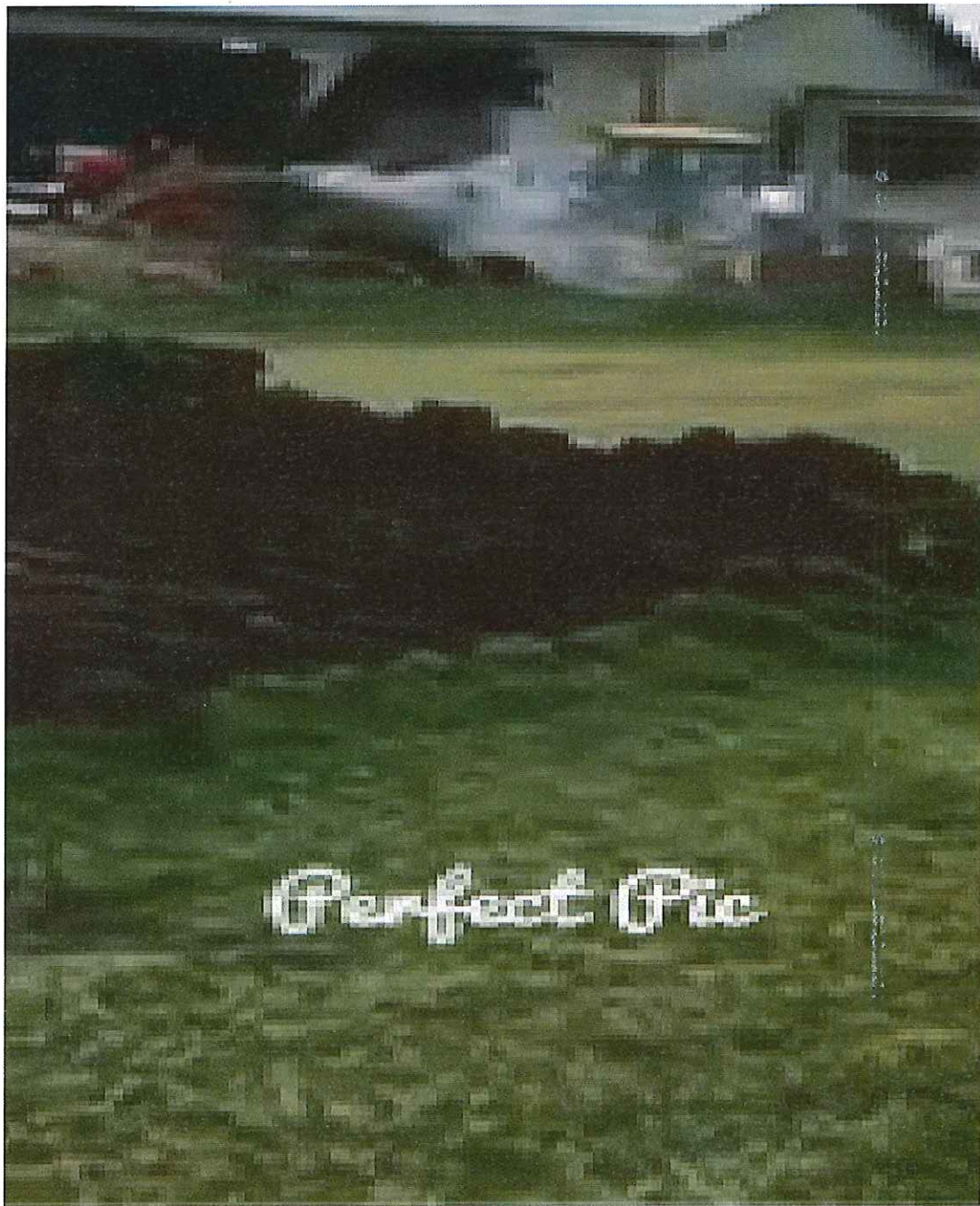


EXHIBIT D

Pictures of the Business in Operation



Perfect Pic

Perfect Pic



Perfect

Perfect

EXHIBIT E

Copy of Warranty Deed



* 2 0 0 9 R 3 3 2 1 6 2 *

2009R33216

RECORDED ON
11/20/2009 10:52:03AM
CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 25.00
RHSPS Fee: 10.00
REV FEE: 183.75
PAGES 2
PLAT ACT: 0
PLAT PAGE:

2

858450

**WARRANTY DEED --
JOINT TENANCY**

THE GRANTORS, JAMES HEATH, KIMBERLY HEATH and TRAVIS HEATH, of the County of Champaign and State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEY and WARRANT to the GRANTEES, NICHOLAS A. BRIAN and LORI A. BRIAN, of the County of Champaign, and State of Illinois, not as Tenants in Common, but as Joint Tenants, with right of survivorship, the following described real estate:

Lot 1 of Meadow Ridge Subdivision, as per plat recorded March 15, 2004 as Document 2004R 6886, in Champaign County, Illinois.
PIN — 12-14-17100-008

- Subject to:
- (1) Real estate taxes for the year 2009 and subsequent years;
 - (2) Covenants, conditions, restrictions and easements apparent or of record;
 - (3) All applicable zoning laws and ordinances;

situated in the County of Champaign and State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of Illinois.

Grantors hereby warrant that said property has never been used as their marital residence property, and no right of homestead exists in the premises conveyed.

To Have and to Hold the above granted premises unto the said Grantees forever.

Dated this 18th day of November, 2009.

James E. Heath
James Heath

Kimberly M. Heath
Kimberly Heath

Travis S. Heath
Travis Heath

STATE OF ILLINOIS)
) SS.
County of Champaign)

I, the undersigned, a Notary Public for the State of Illinois, certify that JAMES HEATH, KIMBERLY HEATH and TRAVIS HEATH, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act.

Dated: 11/08/09



Notary Public




Deed Prepared by:
Philip A. Summers
Attorney at Law
502 W. Clark Street
Champaign, IL 61820
Telephone:

Return to and Send Tax Bill to:
Nicholas A. Brian
206 Blazing Star Drive
Savoy, IL 61874



# 0000038552	REAL ESTATE TRANSFER TAX
	0012250
	FP 102811

 Champaign County
Transfer Tax \$ 61.25

2004R06886

RECORDED ON

03/15/2004 09:32:58AM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 81.00

REV FEE:

PAGES: 20

PLAT ACT:

**OWNER'S CERTIFICATE AND
RESTRICTIVE COVENANTS**

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

John Foley being the sole current owner (herein "Owner") of the following described real estate:

**THE WEST ONE HALF OF THE
NORTH ONE HALF OF THE
NORTHWEST QUARTER OF
SECTION 17, TOWNSHIP 20 NORTH,
RANGE 8 EAST OF THE THIRD
PRINCIPAL MERIDIAN, SITUATED
IN CHAMPAIGN COUNTY, ILLINOIS.**

has caused the same to be surveyed by Wesley J. Meyers, Illinois Professional Land Surveyor No. 2803, and has subdivided said real estate into lots, with easements as shown on the Final Plat, (herein the "Plat") bearing the certificate of said Surveyor, under the date of December 18, 2003, said subdivision to be known as MEADOW RIDGE SUBDIVISION, Hensley Township, Champaign County, Illinois.

Owner hereby dedicates perpetually the tracts shown on the Plat as general utility, roadways, sidewalk and drainage easements, to the public for use by utilities for public utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, sidewalks, gas, telephone, electricity, and cable television. All grantees of easement rights hereunder shall hereinafter be referred to as "Grantees."

An owner of easement rights hereunder shall have the right to authorize persons to construct, occupy, maintain, use, repair, and reconstruct utilities within said easement and to maintain or authorize the utility to maintain said easement free from buildings, fences, structures, and obstructions of any kind whatsoever, except as noted herein. No person shall obstruct said easement unless the entity with authority to do so authorizes said

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obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as a result of use or maintenance of the easement for utility purposes. The cost of removing unauthorized obstruction shall be borne by the owner of the property on which said obstruction is located. No owner of easement rights hereunder shall fill, grade, or obstruct drainage swales so as to negatively impact drainage flow in the subdivision.

The Grantees of coextensive easement rights shall first determine whether improvements have been constructed by another authorized entity before commencing construction or maintenance hereunder, and shall construct and maintain improvements in a manner so as not to disturb, damage, or impede other pre-existing utility or drainage improvements. Breach of the foregoing requirement shall entitle the party suffering damage to recover from the breaching party all costs of repair, as well as costs of collection of same, including reasonable attorney fees and expenses.

The Grantees hereby indemnify, hold harmless, and defend Owner and its successors and assigns against any and all claims, suits, or damages (including court costs and reasonable attorney fees and expenses incurred by the indemnified party) or causes of action for damages, and against any orders, decrees, or judgments which may be entered in respect thereof, as a result of any alleged injury to person and/or property or alleged loss of life sustained as a result of the use of the easements granted hereinabove to or by the indemnifying party, its licensees, invitees, lessees, sublessees, successors, and assigns EXCEPT to the extent such claims, suits, damages or causes of action for damages, or orders, decrees or judgments are caused by the negligence of Owner or its successors and assigns.

The Grantees will not cause or permit the escape, disposal or release on the subject real estate of Hazardous Substances, nor will such grantees do or allow anyone else to do anything that is in violation of any Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances, wastes, or materials by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection. The Grantees hereby indemnify, hold harmless, and defend Owner and its successors and assigns from and against any and all loss, penalty, fine, damage, liability or expense (including, without limitation, court costs and reasonable attorney fees and expenses) arising or resulting from or in any way connected with the breach of the foregoing obligations by the Grantees.

Acceptance of the foregoing grants of right-of-way and/or easement by the Village of Mahomet, public utilities, or any other party availing themselves of such easement rights shall bind such party to comply with any obligations set forth herein regarding use of such easement areas.

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It is hereby provided that all conveyances of property hereafter made by the present or future owners of any of the lands described in the aforesaid Surveyor's Certificate, shall, by adopting the above description of said Plat, be taken and understood as if incorporating in all such conveyances, without repeating the same, the following restrictions as applicable:

ARTICLE I
MUTUAL AND RECIPROCAL COVENANTS AND AGREEMENTS

All of said conditions, restrictions, covenants, agreements and charges shall be made for the direct and mutual reciprocal protection and benefit of each and every lot as recorded and shall be intended to create mutual and equitable servitudes upon each of said lots in favor of each other lot on said plat and to create reciprocal rights and obligations between the respective owners of all of the lots shown on said plat, their heirs, successors in interest and assigns, operate as covenants running with the land for the protection and benefit of all other lots in each and every part of the subdivision.

ARTICLE II
DEFINITION OF TERMS

Whenever used in this Declaration, the following terms shall have the following meanings:

- (a) The term "lot" means and refers to the numbered subdivision of land delineated and specified on said plat of survey.
- (b) The term "dwelling" means and refers to the main portion of such structure and all projections therefrom, such as bow or oriel windows, exterior chimneys, covered porches or porticoes and the like, including garages incorporated in and forming a part of the dwelling house, but shall not include eaves of such structures nor any open pergola nor any uncovered porch, stoop or steps, the sides of which do not extend laterally more than three feet above the level of the first floor of said structure.
- (c) The term "owner" means and refers not only to the person or those persons acquiring title to any lot in fee simple, but also all persons entitled to purchase a lot or lots on said property under outstanding contracts of sale and persons having a possessory interest in any lot or lots as tenants or otherwise, and the heirs, successors in interest and assigns of each of them.
- (d) The term "set back" means and refers to the horizontal distance between the furthestmost applicable projection of any dwelling house or other structure referred to and a given line, street, lot or plot.

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- (e) The term "family" means the lot owner and his spouse and their parents and children.
- (f) The term "accessory building" means a separate building or buildings located on the same building site and which are incidental to the main building or to the main use of the premises.
- (g) The term "ground floor area" means that portion of a dwelling which is built over a basement or foundation above surrounding grade but not over any other portion of the dwelling.
- (h) The term "subdivision" means Meadow Ridge Subdivision, located in the Hensley Township, in Champaign County, Illinois.

ARTICLE III
ARCHITECTURAL CONTROL

- (a) **Committee Membership:** The Architectural Control Committee is composed of all of the record owners of all of the lots of the subdivision. A majority of the committee may designate a representative to make its report. In the event of death or incapacity of any member of the committee, the remaining members shall have full authority to designate a successor upon the approval of a majority of the members.
- (b) **Powers:** It is the purpose of the Architectural Control Committee to promote the residential development of the subdivision and to enhance property values; therefore, the Architectural Control Committee shall have the right and power to reject approval of plans submitted if they do not, in the Committee's opinion, benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld. The Committee shall have the power to reduce minimum dwelling size requirements where the size, shape, and location of the lot warrants such variance in the opinion of the Committee. The Committee shall have the further power to average yard requirements as established by these covenants so as to allow for architectural projects into the required rear and front yards but not required yards.
- (c) **Building Plans, etc.:** No building, dwelling, fence, or other structure or excavation or driveway shall be erected, constructed, altered, or maintained upon or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings and grading plan of the building site shall have been submitted to and approved by the Architectural Committee, and until a copy of such plans and specifications, plot plan and

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grading plan as finally approved, is deposited for permanent record with the Architectural Committee.

- (d) Approval by Architectural Committee: The Architectural Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the Committee fails to approve or reject any plan or matter requiring approval within fifteen (15) days after plans or specifications have been submitted to it, or in any event if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.
- (e) Right of Inspection: During any construction or alteration required to be approved by the Architectural Committee, any member of the Architectural Committee, or any agent of such Committee, shall have the right to enter upon and inspect, by appointment, during reasonable hours, any building site embraced within said Subdivision and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.
- (f) Waiver of Liability: The approval by the Architectural Committee of any plans and specifications, plot plan, grading, or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for the loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof, or the present owner of said real estate.
- (g) Constructive Evidence of Action by Architectural Committee: Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in such Subdivision, or any lien thereon or interest therein shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

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ARTICLE IV
RESTRICTIONS

1. Area of Application. The covenants below, in their entirety, shall apply to all of Meadow Ridge Subdivision.

2. Zoning. The use of said subdivision shall conform to the zoning ordinances of Champaign County, Illinois, and the Village of Mahomet at such time as the property is annexed to the Village of Mahomet. Furthermore, no building shall be located on any lot nearer to a lot line than allowed by the zoning ordinance of Champaign County or the Village of Mahomet, as shown on the annexed plat, except as expressly varied by the Zoning Board of Appeals of the applicable jurisdiction.

3. Annexation. In the event that the real estate described above becomes contiguous to the Village of Mahomet and may be subject to annexation to said Village, then in such event the then owner or owners of the real estate shall, within 30 days of receipt of written request to do so, execute and deliver an Annexation Petition to the Village, and said Village shall grant the premises a zoning classification that is compatible to the actual use then being made of said premises.

4. Public Sanitary Sewer and Water. Each lot owner shall be obligated and required to connect to and accept service from public sanitary sewer and/or water systems, as and when such systems, or one of them, shall become available to such lot and within the subdivision in accordance with the following schedule: when a private on-site sanitary sewage disposal system or water system becomes inadequate, fails or breaks down necessitating major repair requiring a permit for repair or reconstruction from the Illinois Department of Public Health, or five (5) years after availability of such public system to such lot, whichever occurs first. At such time as public sanitary sewer and/or water systems are extended to the site, each lot owner shall pay his/her proportionate share of the cost of said extension, regardless of whether or not connection is immediately made and service is immediately accepted from the system. Further, at such time as connection is made and service is accepted, each lot owner shall be obligated to pay connection fees in accordance with applicable Village of Mahomet ordinances.

5. On-site Sanitary Sewage Disposal Systems. Until such time as a public sanitary sewer outlet is available, individual, temporary, on-site sanitary sewage disposal systems will be required generally as follows: sanitary waste shall be disposed of by means of individual, temporary, on-site sewage disposal systems which shall be designed, reviewed, constructed, inspected and approved in conformance with the specifications and requirements of the Illinois Department of Public Health (and the Illinois environmental Protection Agency, if required) as set forth in their revised regulations.

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The requirements for the systems are set forth in the Illinois Private Sewage Disposal Licensing Act and Code. No on-site sanitary sewage disposal system will be allowed to be placed in service until it has been designed, reviewed, constructed, and approved by the appropriate government agency.

6. Private Well. Until five years after the Village has made Village water available to the property line of the subdivision, each lot Owner may construct, maintain and use its own temporary private well. Said water well must conform with the Illinois Water Well Construction Code and the Illinois Water Well Pump Installation Code. Common or shared wells may be constructed, but must conform to the specifications of the Illinois Environmental Protection Agency and the Illinois Department of Public Health as set forth in their regulations as revised.

7. Natural Water Flow. No obstruction, diversion or change in the natural flow of surface water along property lines shall be made by any lot owner in such a manner as to cause damage or to interfere with any other property. No alterations to vegetation or existing natural flow of storm drainage will be permitted without the approval of the Village of Mahomet and the other lot owners.

8. Subsurface Drainage. Easements for the maintenance of existing subsurface drainage facilities are hereby established, such easements to be ten (10) feet in width and centered upon such field tiles as currently exist and are located within said subdivision. Within said drainage easements, no structure, plantings, or other improvement shall be placed or permitted to remain which may damage, obstruct or interfere with such field tiles; provided, however, that any such drainage easement and field tile may be relocated on any such lot by the owner thereof in order to accommodate any development and improvement on such lot, as long as any such relocated field tile and drainage easement shall continue to provide such drainage as is substantially equivalent to any such drainage which may have existed prior to the relocation of the field tile and the drainage easement.

9. Incorporation of Plat. All notes and restrictions indicated on the Plat are incorporated herein by reference.

10. Sidewalks. The Owners of all lots shall be responsible for installing, at their own expense, sidewalks along the frontage of their respective lots when lawfully required to do so by the Village of Mahomet officials or by the Hensley Township Road District Commissioner since such construction was deferred by the Village of Mahomet when approving the subdivision plat. The construction of these sidewalks shall be in accordance with the Village of Mahomet Subdivision Ordinance, and shall be completed within six (6) months of the date of receipt by the Owner of the request from said governmental officials. The construction of the sidewalk shall be at the sole cost and expense of the owner or owners of the lot or lots adjacent to which said sidewalk is constructed.

11. Building Quality. All buildings erected on any building site shall be constructed of new material of good quality suitably adapted for use in the construction

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of a residence, and no old building or buildings shall be placed on, or moved to, said premises; nor shall used or reclaimed material be employed in any construction thereon. Accessory buildings shall not be erected, constructed or maintained prior to the erection or construction of the dwelling, unless the Architectural Committee has granted a variance permitting such accessory building. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory buildings and which are promptly removed upon completion of such dwelling or accessory buildings.

No dwelling shall be built or erected on any lot containing walls, roof, ceiling or floors fabricated or assembled at a site other than the building site. For the purpose of this provision, materials shall be considered prefabricated if before delivery to the site an interior finish wall is attached to the material. The Architectural committee shall have authority from time to time to determine what materials are considered prefabricated for the purposes of this paragraph.

No mobile homes, doublewide trailers or modular homes shall be allowed on any tract. No campers, motor homes, boats, or trailers may be stored outside on any tract. These types of recreational equipment must be kept in an enclosed building or garage. Two (2) vehicles shall be permissible outside of garaged areas per tract, except for temporary guests. No motor vehicles used for commercial purposes shall be allowed on any tract unless stored in an enclosed building.

12. Setbacks/Building Location. No building shall be located on any lot nearer to a lot line than allowed by the applicable zoning ordinance of the Village of Mahomet and/or County of Champaign, as the case may be. If a more restricted setback line is set forth on the recorded plat, such setback line shall control. The Architectural Committee shall have the privilege to approve or disapprove any other limitations or extensions of the Village and/or County's standards.

13. Percentage of Lot Coverage. All buildings, including accessory buildings, shall not cover more than 20% of the area of the building site, except with the prior express written approval of the architectural committee.

14. Animals, Livestock, Swine, and Poultry. No animals, cattle, swine, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than two (2) dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. In the event that such pets are housed outside the dwelling, the housing provided for said pets shall be in conformity with the architectural design of the house. All pets will be contained on the owner's tract at all times unless accompanied by the owner.

15. Non-occupancy and Diligence During Construction. The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed and no such building or structure

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shall be occupied until such substantial completion or until made to comply with the restrictions and conditions set forth herein. No excavation except as it is necessary for the construction of improvements shall be permitted. No person, firm or corporation shall strip, excavate or otherwise remove top soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.

16. Oil, Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any building site, nor shall oil wells, tanks, funnels, mineral excavations or shafts be permitted upon or in any building site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any building site.

17. Easements. Easements for installation and maintenance of utilities, sidewalks, and drainage facilities are reserved as shown on the recorded plat. No structures shall be erected over an area reserved for easements. All structures shall be erected at least 25 feet from areas reserved for future roadways.

18. Severability. If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens or charges herein provided or any part thereof is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges or any part thereof shall be thereby affected or impaired.

19. Term and Enforceability. Unless amended as provided herein, these covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

20. Amendment and Waiver. These covenants may be amended or waived by unanimous consent of all the owners of the subject area provided, however, that covenants 1, 3, 4, 5, 6, 7, 8, 10, 12, 17, 19, 20, 21, 22, 24, 25, 26, 27, and any other covenant that the Village desires to be added, shall not be altered or waived without the written approval of the Board of Trustees of the Village of Mahomet, Illinois.

21. Floodplain. No portion of the subdivision is located within the Special Flood Hazard Area (100-Year Flood Plain).

22. Public Street Improvements. Each lot owner shall be responsible for making public street roadway improvements, at his or her own expense, along the frontage of his or her lot, at the time of lot development construction, or at such time as additional development occurs as a part of future development of adjacent lands, or when lawfully required to do so by the Village of Mahomet officials, since such construction was deferred by the Village of Mahomet when approving the subdivision plat. The

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construction of these roadway improvements shall be in accordance with the specifications and requirements of the Village of Mahomet Subdivision Ordinance, and shall be completed within one (1) year of the date of receipt by the Owner of the request from said Village of Mahomet officials. The construction of the public street improvements shall be at the sole cost of the owner or owners of the lot or lots adjacent to which said public street is constructed.

23. Commons Area. It is specifically understood and agreed that there will be no commons area.

24. Enforcement. The Owner, and its successors and assigns, and the Village of Mahomet shall have sole standing to enforce these restrictive covenants. Enforcement shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover its reasonable costs and attorney fees. The failure of the present owners of said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restrictions, conditions, covenants, reservations, liens, or charges.

25. Run With Land. The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

26. Stormwater Drainage and Stormwater Detention. Each lot owner shall be responsible for installing, at his or her own expense, storm sewers, stormwater drainage facilities, and stormwater detention facilities to serve their lot at such time as resubdivision or site development occurs or when lawfully required to do so by Village of Mahomet officials, since such construction was deferred by the Village of Mahomet when approving the subdivision plat. The construction of these storm sewers, stormwater drainage facilities, and stormwater detention facilities shall be in accordance with the Village of Mahomet Subdivision Ordinance, and shall be completed within (1) year of the date of receipt by the Owner of the request from said government officials. The construction of the storm sewers, stormwater drainage facilities, and stormwater detention facilities shall be at the sole cost and expense of the owner or owners of the lot or lots thru to which said storm sewers, stormwater drainage facilities, and stormwater detention facilities are constructed.

27. Street Site Line Obstruction. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points 30 feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner from the intersection of the street right-of-way lines extended.

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ARTICLE V
LOT USES

A. Allowable Structures: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two (2) stories in height, a private garage for not more than four (4) cars, and other accessory buildings incidental to residential use of the premises. Under no condition shall any lot be used for purposes other than residential purposes by a single family without first receiving the written approval of the Architectural Committee.

B. Minimum Ground Area Requirements: No main structure shall be permitted on any building site covered by these covenants the habitable floor area of which, exclusive of basements, porches and garages, is less than the minimum square feet of floor area prescribed as follows: One story, 2,000 square feet; one and a half story, 2,500 square feet with not less than 1,500 square feet on the ground floor: two story, 2,500 square feet with not less than 1,250 square feet on the ground floor.

C. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently unless a variance permitting such structure has been previously granted by the Architectural Committee.

D. Weeds, Rubbish and Debris: No building site owner shall allow weeds rubbish or debris of any kind to accumulate upon or to be placed upon any property in the subdivision, so as to render the same unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or other occupants thereof. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and stored in a manner either inside a garage or other building or below ground so as not to be visible from other property. Litter on the side of a road shall be removed promptly. Burning of weeds, rubbish, and debris shall only be permitted in areas approved by the Architectural Committee.

E. Bill Boards, Advertising Sign Boards: No signs, advertisements, bill boards or other advertising structures of any kind may be erected or maintained on any of the lots hereby restricted without the consent in writing of the Architectural Committee; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot or tract as sold which advertising board shall be not more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease of the lot or tract on which it is erected.

F. Maintenance of Lot Site During Construction: During the course of construction all materials and equipment shall be stored only on the lot on which construction is underway; debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises weekly or be suitably covered. Lightweight debris shall be stored in containers to avoid

blowing upon adjacent lots. No burning of debris shall take place upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times.

G. Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvement and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be placed in the street right of way.

H. No hunting. No hunting of any kind, firing ranges, or skeet shooting will be permitted on any lot except for the following permissible hunting activities: bows and arrows may be used to hunt deer on each respective owner's lot; small caliber firearms are allowed only for the hunting of varmints on each respective owner's lot; all hunting activities shall be limited to the lot owners of each respective lot and said lot owner's immediate family. All permitted hunting and hunting related activities shall be in strict accordance with local, state, and federal hunting regulations. Occasional target practice is permitted.

I. Fences: No fence shall be built on any lot in this subdivision higher than seventy-two (72) inches above the ground and the design for any fence to be erected shall first be submitted to the Architectural committee for approval as in the case of other structures. Any fence allowed shall not be opaque in nature except as to a privacy fence that shall connect to the main dwelling unit and not exceed 5000 square feet. The Architectural Committee must approve in writing any variance from this paragraph.

J. Utility Lines: No utility line shall be constructed above ground and present lot grades shall be maintained. Each lot owner shall grant a written easement for such underground service upon request of the interested utility. No structures, walls, fences, planting, or any materials shall be placed, planted or permitted to remain within the platted easements of public ways that may damage or interfere with the installation, operation, or maintenance of the utilities. All utilities serving this subdivision and all connections made thereto shall be located below the surface of the ground, excepting therefrom transformer installations and service pedestals. Required above ground appurtenances to the underground utility systems shall be located within six (6) feet of the side lot lines, or as approved by the Architectural Committee.

K. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, nor shall any condition or activity be permitted which will endanger the health or disturb the quiet of any other residences or lot owners.

L. Motorized vehicular use, including all-terrain vehicles and snowmobiles, shall be severely restricted to slow speed use solely for the purpose of ingress and egress to and from each respective lot and for inspection and maintenance as may be required by each respective lot.

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M. No machinery, appliance or structure of any kind shall be permitted upon, maintained or operated in or on the premises of any lot for the facilitation or carrying on of any trade, business or manufacturing. This clause shall not restrict a property owner from carrying on a professional practice such as a doctor, attorney, architect, professional engineering consultant, etc. from his home in a study, office, or studio, but such practice shall not employ anyone except the resident on that lot, without the prior written approval of the Architectural Committee.

N. Post Lanterns and Outdoor Lights: If the lot owner, upon actual occupancy of his lot, installs and maintains a gas or electric lantern on his lot, the lantern shall be equipped with appropriate lights having an equivalent of no more than 100 watts. The Architectural Committee must approve all lanterns.

ARTICLE VI
RESUBDIVISION OF LOTS

No lot shown on said plat shall be subdivided for the purpose of creating two or more lots, except that two lots may be combined to create one lot.

ARTICLE VII
AMENDMENT OF COVENANTS

These restrictive covenants may be amended or waived, in whole or in part, as to this subdivision by an instrument signed, acknowledged, and recorded by 80% of the Lot Owners.

IN WITNESS WHEREOF, this instrument has been executed on this 19th day of January, 2004.

Signed:

MEADOW RIDGE SUBDIVISION,
HENSLEY TOWNSHIP,
CHAMPAIGN COUNTY, ILLINOIS



John Foley

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STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, April D. Bailey, a Notary Public in and for said County and State, certify that John Foley, personally known to me to be the same person who executed the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 19th day of January 2004.

April D. Bailey
Notary Public



Prepared by and return to:
Ward F. McDonald
McDonald and Heinrich Law Office
2504 Galen Drive, Suite 103
Champaign, IL 61821
Phone (217) 398-2242

006886

SCHOOL DISTRICT STATEMENT

Pursuant to Public Act Number 286, 765 ILCS 205/1.005, John Foley, owner of the following described tract of land:

THE WEST ONE HALF OF THE NORTH ONE HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN HENSLEY TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS.

does hereby state that to the best of his knowledge the aforesaid subdivision lies in the Mahomet-Seymour School District #3.

IN WITNESS WHEREOF, the undersigned have executed this School District Statement this 19th day of JANUARY, 2004.

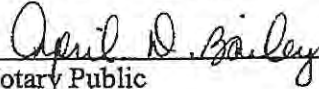


John Foley

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, April D. Bailey, a Notary Public in and for said County and State, certify John Foley, individual, personally known to me to be the same person who executed the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, for the uses and purposes therein set forth.

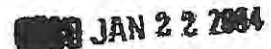
Witness my hand and Notarial Seal this 19th day of January, 2004.



Notary Public



Prepared by and return to:
McDonald and Heinrich Law Office
2504 Galen Dr., Suite 103
Champaign, IL 61821
(217) 398-2242



47

006886

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)
)
VILLAGE OF MAHOMET)

I, THE UNDERSIGNED, Treasurer for the Village of Mahomet, Champaign County, Illinois, do hereby certify that I find no delinquent or unpaid special assessments levied against the following described real estate, to-wit:

THE WEST ONE HALF OF THE NORTH ONE HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN HENSLEY TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS.

PIN:

Given under my hand and seal this 21 day of Jan, 2004.

Jeanne Schacht
Treasurer, Village of Mahomet
Champaign County, Illinois

(SEAL)



JAN 22 2004

006886

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

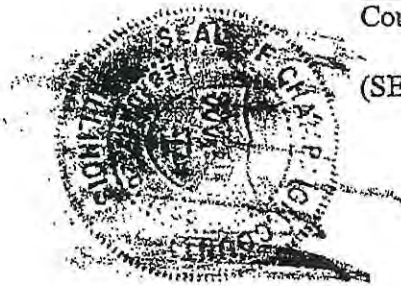
I, THE UNDERSIGNED, County Clerk in and for the County of Champaign and the State of Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the following described tract of land, as appears from the records in my office, to-wit:

THE WEST ONE HALF OF THE NORTH ONE HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN HENSLEY TOWNSHIP, CHAMPAIGN COUNTY, ILLINOIS.

PIN: 12-14-17-100-005

Given under my hand and seal this 21 day of January, 2004.

Mark Sheldon
County Clerk of Champaign County



(SEAL)

REC'D JAN 22 2004



VEGRZYN, SARVER AND ASSOCIATES, INC.

ENGINEERING • SURVEYING • ARCHITECTURE

24 E. Green St., Suite 18
P.O. Box 3697
Champaign, Illinois 61826

Phone: (217) 359-6603
Fax: (217) 359-0430

E-mail: vsa_champaign@veg-sarv.com

006886

SURVEYOR'S STATEMENT TO RECORDER OF DEEDS

I, Wesley J. Meyers, Illinois Professional Land Surveyor No. 2803, hereby state that I have prepared a plat of subdivision in Champaign County, Illinois, known as "MEADOW RIDGE SUBDIVISION", dated December 18, 2003, and revised January 19, 2004, and hereby authorize Berns, Clancy and Associates to act as my agent in presenting this plat to the Champaign County Recorder for recording.

Wesley J. Meyers
Illinois Professional Land Surveyor No. 2803
Vegrzyn, Sarver and Associates, Inc.
24 East Green St., Suite No. 18
P.O. Box 3697
Champaign, Illinois 61826
Professional Design Firm No. 184-000346

Date: January 22, 2004

My license expires on November 30, 2004



2004R25460

RECORDED ON

08/10/2004 11:35:39AM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 25.00

REV FEE:

PAGES: 4

PLAT ACT: 0

**AMENDMENT OF RESTRICTIVE
COVENANTS**

The undersigned contract purchasers and lot owners, being the legal owners of Lots 1, 2, 3, 4, and 5, of Meadow Ridge Subdivision, as per a plat recorded March 15, 2004, as Document no 2004 R 6886 in Champaign County, Illinois, being all of the lots within Meadow Ridge Subdivision, unanimously agree to hereby amend the covenants of Meadow Ridge Subdivision as provided pursuant to the original covenants filed with the Champaign County Recorder on March 15, 2004 as document no. 2004 R 6886. Legal description Attached as Exhibit "A"

Paragraph 14 of ARTICLE IV is hereby amended to read as follows:

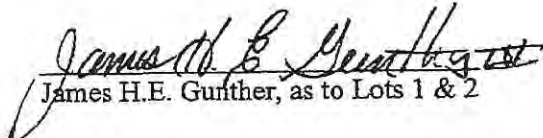
- 14. Animals, Livestock, Swine, and Poultry. No animals, cattle, swine, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except as follows:
 - a. No more than two (2) dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. In the event that such pets are housed outside the dwelling, the housing provided for said pets shall be in conformity with the architectural design of the house. All pets will be contained on the owner's tract at all times unless accompanied by the owner.
 - b. No more than two (2) horses (excluding foals of less than two years) may be kept on each ten (10) acre lot for the primary purpose of pleasure of the owners and their guests. No stallions shall be permitted on a lot. Horses are not permitted on five (5) acre lots. Stable facilities shall be kept in a clean and orderly manner.

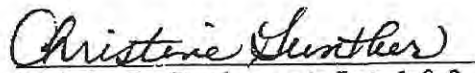
All covenants not amended hereby remain as originally stated in document no. 2004 R 6886.

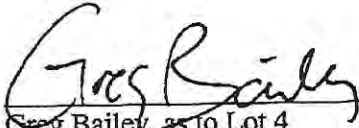
IN WITNESS WHEREOF, this instrument has been executed on this 8th day of July, 2004.

Signed:

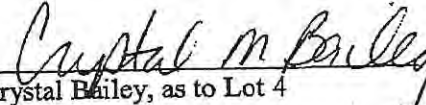
Contract Purchasers


James H.E. Gunther, as to Lots 1 & 2


Christine R. Gunther, as to Lots 1 & 2

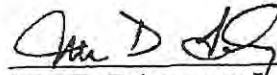


Greg Bailey, as to Lot 4

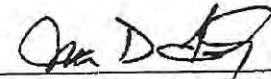


Crystal Bailey, as to Lot 4


**The Lot Owners of
MEADOW RIDGE SUBDIVISION,
HENSLEY TOWNSHIP,
CHAMPAIGN COUNTY, ILLINOIS**



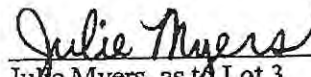
John D. Foley, as to Lot 1



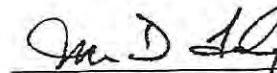
John D. Foley, as to Lot 2



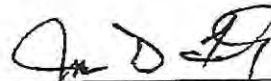
Gene L. Myers, as to Lot 3



Julie Myers, as to Lot 3



John D. Foley, as to Lot 4



John D. Foley, as to Lot 5

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Anne M. Baer, a Notary Public in and for said County and State, certify that James H.E. Gunther, Christine R. Gunther, Greg Bailey, Crystal Bailey, John D. Foley, Gene L. Myers, and Julie Myers, personally known to me to be the same persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered this instrument as their free and voluntary act, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 27th day of July 2004.

Notary Public

Anne M. Baer



Prepared By:
Ward F. McDonald
McDonald & Heinrich Law Office LLC
3121 Village Office Place
Champaign, Illinois 61822
Telephone: 217-398-2242

Return To:
Ward F. McDonald
McDonald & Heinrich Law Office LLC
3121 Village Office Place
Champaign, Illinois 61822
Telephone: 217-398-2242

EXHIBIT A

Lots 1, 2, 3, 4, and 5, of Meadow Ridge Subdivision, as per plat recorded March 15, 2004 as Document no 2004R 6886, in Champaign County, Illinois.

EXHIBIT F

Picture Taken at 11:30 PM



Perfect Pic

EXHIBIT G
Suggested Conditions

EXHIBIT G

Specific limitations should, at a minimum, include:

1. Commercial activity
 - a. Limit scope/footprint of commercial activity to current level of business and only allow lawn care, not plowing and salting.
 - b. No burning
 - c. No bulk fert/chem/fuel storage or through-put
 - d. No activity outside the scope of neighborhood covenants

2. Buildings
 - a. No more sheds/commercial buildings to be constructed
 - b. Existing shed/commercial yard to be full screened with mature trees
 - c. Cover/door installed on lean-to
 - d. Full cut-off lighting installed
 - e. No new or larger propane bottles to be installed
 - f. No new or larger fuel barrels to be installed
 - g. No expansion of existing shed allowed

3. Traffic
 - a. Maximum two employee cars parked on property
 - b. No non-resident overnight parking
 - c. No trailers parked outside on shed yard
 - d. No dumpsters parked outside on shed yard
 - e. Commercial activity limited to hours between 7am and 7pm
 - f. Nothing parked on lot other than aforementioned two employee cars and maximum one work truck. All other vehicles and machinery, if on site, must be inside with doors closed. Work trucks to be max 3/4 ton and no loads over maximum allowed on road.
 - g. No construction equipment on property
 - h. No semi-tractors (trucks) on property at any time.

Please consider:

1. "Operations" are defined in the Ordinance as including (i) processing, assembly, fabrication or handling of materials or products or (ii) movement of bulk materials or products not in containers or pipelines. This definition must be limited under any issued Permit. Operations must be limited.
2. A Permit must preclude the construction of concrete patios, sidewalks, etc, fences, retaining walls, porches, gazebos, fountain/streams, etc.
3. There should be no other "accessory buildings" and the one in illegal use should not visually pollute.

4. "Storage" in the Ordinance allows equipment, raw materials, packaged or bulk finished materials, salvage goods, and machinery awaiting maintenance or repair. This must be limited if a Permit is issued.
5. Storage should be expressly limited as it relates to landscaping materials to include dirt, sand, fertilizer, stones, rocks, gravel, sand, fencing, retaining wall components, trees, bushes, end loaders, to mention a few.
6. No use of dump trucks, tree planting trucks, gasoline tanks, anhydrous ammonia tanks, fertilizer storage buildings or mixing systems should be allowed.
7. The appearance of any building should be compatible with the residences in the area.

EXHIBIT H

Landscaping Contractor Equipment



IMAGES OF OTHER CONTRACTORS FACILITIES



Fine Grading Equipment

Rough Grading Equipment





Tree Grinder

Tree Planter





Snow Removal/Salt Applicator

Seed Storage

