

Certificate of Owner

Village of Heyworth

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CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owner or owners of the following described real estate situated in (or adjacent to) the Village of Heyworth, McLean County, Illinois, to-wit:

states that the same was caused to be surveyed and platted by an Illinois Professional Land Surveyor in the State of Illinois, _____, License Number _____, and the undersigned do hereby adopt, ratify and confirm the subdivision final plat prepared by said surveyor and named, and the undersigned to hereby dedicate the tract marked "Streets," and that part set aside as Easements to the public, for public use, and the undersigned does dedicate for public use all of the utilities such as water mains, storm sewers and sanitary sewers to the Village of Heyworth and the public, for public use forever. Each of said lots in said Subdivision on which there appears a broken line designated as "Public Utility Easement" is subject to a permanent easement five, ten, or proper feet in width as shown thereon for the installation and maintenance of gas, telephone and power lines, water and sewers, and other utilities which may be needed for the benefit of any or all of the lots in said Subdivision.

No structures, walls, fences, plantings or any materials shall be placed, planted or permitted to remain within the platted easements or public ways which may damage or interfere with the installation, operation or maintenance of the utilities, or create a hazard to the public.

There are also indicated and shown on said subdivision final plat certain lines identified as "Building Setback Lines" and no buildings shall be erected on any of said lots in violation of any of said building setback lines, uniformly _____ feet from the front, sides or rear, as the case may be, of said lots. No building shall be located nearer than _____ feet to an interior lot line, except that only a _____ foot side yard shall be required for a detached garage. No dwelling shall be located on any interior lot nearer than _____ feet to the rear of the lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a

part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or easement.

(Add other covenants and restrictions as desired. See example language which follows)

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of (e.g., twenty-five [25]) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of (e.g., ten [10]) years unless an instrument signed by a majority of the then lot owners of the lots has been recorded agreeing to change said covenants in whole or in part, except as provided for in the following paragraph regarding Release of Covenants.

The majority of the Owners of legal title of record of the lots in (subdivision) and the future development lots (if any) to be added thereto shall have the authority at any time to release all or from time to time any part of the Protective Covenants, reservations, liens, or charges herein set forth applicable to such lots and upon recording such waiver or release in the Recorder's Office of McLean County, Illinois, such covenant, condition, lien or charge shall no longer be required under the provisions herein set forth. Covenants _____, _____, _____, (all those pertaining to public improvements and Village regulations) shall not be altered or released without the written approval of the Board of Trustees of the Village of Heyworth, Illinois.

IN WITNESS WHEREOF, the undersigned have executed this Owner's Certificate this _____ day of _____, 20____ .

OWNER'S SIGNATURES: _____

STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS:

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the same persons who signed the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instruments as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20____ .

EXAMPLE LANGUAGE FOR POSSIBLE COVENANTS AND RESTRICTIONS

Surface Water:

No obstruction, diversion or change in the natural flow of surface water along property lines shall be made by any lot owner or agent thereof in such manner as to cause damage or to interfere with any property.

Subsurface Drainage:

Easements for the maintenance of existing subsurface drainage facilities are hereby established, such easements to be ten feet (10') 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.

Access Control:

Certain of the lots in said subdivision are subject to access control by vehicles. Said locations are identified on said plats as "Vehicle Access Control". No driveways for vehicular access on to public streets shall be constructed in these locations.

Water Supply:

No individual water well shall be installed or maintained on any lot inasmuch as municipal water supply service is available to the site.

Sump Pump Connections:

Inasmuch that a subsurface drainage tile system shall be provided adjacent to residential lots to allow for connection of sump pump outlets, absolutely no connections of such shall be made to the sanitary sewer system.

Sewerage System:

No individual onsite sewage disposal system shall be installed or maintained on any lot inasmuch as a public sewerage system is available to serve the site.

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 sewerage 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, of 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 ordinances.

Sidewalks:

Each lot owner shall be responsible for installing, at his or her own expense, sidewalks along the frontage of his or her lot at the time of lot construction or when lawfully required to do so by village officials, since such construction was deferred by the village when approving the preliminary subdivision plat. The construction of these sidewalks shall be in accordance with the village subdivision ordinance, and shall be completed within six (6) months of the date of receipt by the owner of the request from said government 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.

Commons Area:

It is specifically understood and agreed that there will be a commons area(s), shown as outlots __, __, __ on the subdivision plat and the same shall be available for usage by all lot owners of (subdivision) and their respective guests. Said commons area shall be maintained by the (subdivision) homeowner's association and its successors in interest and assigns.

Each lot of (subdivision) shall be subject to assessment equal in amount for each lot for the contribution of each lot owner to such common area maintenance. Commons area access easements are granted to all lot owners and drainage easements, utility easements, (other easements) are granted to the public for drainage and public utility purposes commensurate with the commons area.

Detention Basin:

The (subdivision) homeowner's association will be responsible for maintenance of the stormwater detention basin facility, shown as outlot __, to keep it functioning properly and to be in a state of good maintenance at all times.

Homeowner's Association:

It is understood that a (name of subdivision) homeowner's association shall be organized and the owners of each lot shall be required to be members in such homeowner's association and shall be subject to the rules and regulations of such association and shall be subject to assessment in accordance therewith.

Future Development:

It is understood that there is a remaining __ acres more or less to be developed and located adjacent to (subdivision). The subdivider expressly reserves the owners of lots in such future development the right and privilege to participate in the use of the commons area and accordingly such lots shall be subject to assessment therefor.

Annexation:

In the event that the real estate described above becomes contiguous to the village and may be subject to annexation to said village, then in such event the then owner or owners of the real estate shall, within thirty (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.