

ARBOUR MEADOWS SUBDIVISION NO. 2

RESTRICTIVE COVENANTS

STATE OF ILLINOIS)
)SS
COUNTY OF CHAMPAIGN)

OWNER'S CERTIFICATE

CHAMPAIGN NATIONAL BANK, as Trustee under its Trust No. 030-101-000 being the legal owner of the following described real estate:

see Exhibit "A" attached

has caused the same to be surveyed by Thomas B. Jordan, Registered Illinois Land Surveyor No. 2014 and has subdivided real estate into lots and utility easements as indicated on the annexed plat, bearing the Certificate of said Thomas B. Jordan under date of August 18, 1988, said subdivision to be known as Arbour Meadows Subdivision No. 2, addition to the Village of Savoy, Champaign County, Illinois.

Champaign National Bank as Trustee under its Trust No. 030-101-000 does hereby grant and dedicate for the use of the public as streets, driveways, and courts all of the streets, driveways and courts shown on said plat, and each of said streets, driveways, and courts shall be hereafter known by the respective names designated thereon. Champaign National Bank as Trustee under its Trust No. 030-101-000 does hereby grant and dedicate that part set aside on the plat as easements to the public, for public use, and they do dedicate for public use all of the utilities such as water mains, storm sewers, sanitary sewers, cable television or other public utilities to the Village of Savoy and to the public, for public use forever.

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 platted lands, be taken and understood as if incorporating in all such conveyances without repeating the same the following restrictions as applicable:

RESTRICTIONS

1. Zoning: The use of said lots shall conform to zoning ordinances of the Village of Savoy, in Champaign County, Illinois.

2. Sewerage System: No individual sewage disposal system shall be installed or maintained on any lot.

Sanitary drainage outlets shall not be connected with the storm drainage system; and storm or surface draining outlets shall not be connected with the sanitary drainage system.

3. Utility Lines: In the event the telephone and electrical lines are installed underground up to lot lines, such lines shall be continued underground to all buildings.

4. Temporary Structures: No trailer, basement, tent, shack, garage, bar, structure of temporary character or other outbuilding erected or situated on any lot included in said subdivision shall at any time be used as a residence, dwelling, or commercial building, either temporarily or permanently.

5. Off-Street Parking: All property owners in Arbours Subdivision No. 2 shall provide facilities for off-street parking for the number of automobiles in use by the owner of the property, persons regularly employed on the property, and business visitors to the property. No trailers, campers, or other like vehicles - with or without power - shall be parked on the street or lot.

6. Prior Approval of Plans: No building shall be erected on any lot in said subdivision unless said building be built pursuant to plans and specifications approved by the Architectural Committee of Arbours Development Co., or by its successors or assigns.

7. Building Location: No building shall be located on any lot nearer to the front line or nearer to the side line than the minimum building setback lines shown on the recorded plat. Where a building site consists of more than one lot, the above provisions shall be applicable to the boundary lines of the building site rather than platted lot lines.

8. Easements: Easements for installation overhang and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No structures shall be erected over areas reserved for easements which would interfere with construction or maintenance of utilities.

9. Signs: All signs displayed to the public view shall be approved by the Architectural Committee of Arbours Development Co.

10. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. 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 material shall be kept in a clean and sanitary condition.

11. Vehicle Access Control Lines: Certain of the lots in said subdivision are subject to access control by vehicles. Such locations are identified on said plat as "Vehicle Access Control Line." No driveways for vehicular access on the public streets or alleys shall be constructed within these locations.

In addition, if and when Lot 201 shall cease being used primarily as a church facility, an access control along Curtis Road shall thereupon be created, which access control line shall commence 100 feet West from the Northeast corner of Lot 201 and run Easterly along a line parallel with Curtis Road to the East boundary line of Lot 201. The access control area shall be that area of Lot 201 South of the Access Control Line.

If the principal use of Lot 201 is a church, any driveway for vehicular access constructed on Lot 201 must either be aligned with the center line of any public driveway which services the land north of such lot on Curtis Road or must be offset from the center line of such public driveway by 125 feet. A public driveway is any driveway intended for general public access to and from the facilities located on the property north of Curtis Road.

12. Term: These covenants are to 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 unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. Reservation: Subject to the dedication made to the Village of Savoy and to the public as contained in the third unnumbered paragraph of the Owner's Certificate, Champaign National Bank, as Trustee under its Trust No. 030-101-000 hereby reserves unto said Trustee, its successors and assigns, permanent easements as shown on said plat for the installation and maintenance of storm drains, sanitary sewers, tile, water and gas mains and electric and telephone lines, and said Trustee, its successors and assigns, shall be privileged to go upon the public utility easements as shown on said plat.

14. Construction: 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.

15. Homeowners' Association: All lot owners in the Arbour Meadows Subdivision No. 2 and any other subdivisions which join the Association agree to accept membership in said Association and to be bound by the rules and regulations of said Association and to maintain membership therein so long as such ownership is retained. A primary purpose of said Association will be to provide for the development and maintenance and upkeep of the common areas and detention basins of the subdivision. Each lot owner shall be subject to and share equally in the payment of an annual assessment for annual dues to the Association in such amounts and at such times as determined by the Board of Directors.

The Arbour Meadows Homeowners' Association is hereby granted the authority to place assessment liens against any lot for any unpaid assessments and granted the authority to recover reasonable attorney's fees in the enforcement of these covenants.

The common areas developed in The Arbour Meadows Subdivisions shall be subject to the rules and regulations established by The Arbour Meadows Homeowners' Association and the use of common areas and common facilities which may be provided by the developer from time to time shall be subject to the rules and regulations established by said Homeowners' Association.

The Homeowners' Association shall have the power to make agreements with park districts, not-for-profit corporations, or any other municipal government for the maintenance of any common areas and shall have the power to convey any said common areas to said municipal government or park district subject to a vote of the majority of the Homeowners' Association.

The Homeowners' Association shall establish a publicly listed telephone number and post office box in the municipality to which the subdivisions are annexed, both to be maintained and monitored by the President of the Association at the Association's expense, until such time as the purpose of the Homeowners' Association shall no longer exist.

IN WITNESS WHEREOF, this instrument has been executed on
this 7th day of October, 1988. See Exculpatory Clause Attached

CHAMPAIGN NATIONAL BANK,
as Trustee under its Trust No.
030-101-000

By: Rhea A. Lawrence
Return to: Trust Officer

Prepared by:

Ward F. McDonald
701 Devonshire, B10
Champaign, IL 61820

Ward F. McDonald
701 Devonshire, B10
Champaign, IL 61820

Exhibit A

Part of the W 1/4 of Section 36, T. 19 N., R. 8 E. of the 3rd P.M., more particularly described as follows:

COMMENCING at the NW corner of Section 36, T. 19 N., R. 8 E. of the 3rd P.M.; thence S. 89 degrees 20 feet 52 inches E., along the North line of said Section 36 and centerline of Curtis Road, 833.11 feet to the extended East right-of-way line of Wesley Avenue of Arbour Meadows Subdivision No. 1, said point being the true point of beginning; thence continuing S. 89 degrees 20 feet 52 inches E., along said North line, 807.06 feet; thence S. 00 degrees 39 feet 08 inches W., 432.00 feet; thence S. 89 degrees 20 feet 52 inches E., 89.26 feet; thence S. 03 degrees 46 feet 14 inches W., 238.85 feet to a point on the North line of the aforesaid Arbour Meadows Subdivision No. 1; thence N. 90 degrees 00 feet 00 inches W., along the North line of said Arbour Meadows Subdivision No. 1, 148.70 feet; thence N. 72 degrees 17 feet 03 inches W., along said North line, 377.92 feet; thence N. 90 degrees 00 feet 00 inches W., along said North line, 330.00 feet; thence N. 42 degrees 08 feet 15 inches W., along said north line, 156.52 feet to a point on curve on the aforesaid East right-of-way line of Wesley Avenue; thence Northerly, along said East right-of-way line, a curve to the left, convex to the East, with a radius of 334.11 feet and an initial tangent bearing N. 36 degrees 24 feet 03 inches E., a distance of 208.46 feet; thence S. 89 degrees 20 feet 52 inches E., along said East right-of-way line, 10.00 feet; thence N. 00 degrees 39 feet 08 inches E., along said East right-of-way line, 60.00 feet; thence N. 89 degrees 20 feet 52 inches W., along said East right-of-way line, 10.00 feet; thence N. 00 degrees 39 feet 08 inches E., along said East right-of-way line and an extension thereof, 195.00 feet to the point of beginning, containing 11.617 acres, more or less, all situated in the Village of Savoy, Champaign County, Illinois.

RIDER ATTACHED TO AND MADE A PART OF THE
Owner's Certificate and Restrictive Covenants of

Arbour Meadows Subdivision No. 2

DATED 7 October 1988 UNDER TRUST NO. 030-101-000

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trust or for the purpose or with the intention of binding said Trustee personally by are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the CHAMPAIGN NATIONAL BANK on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

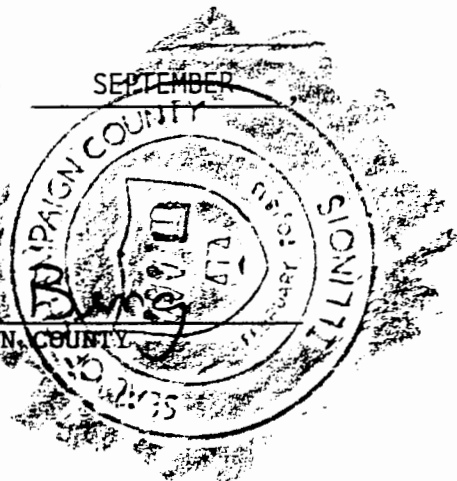
COUNTY CLERK'S CERTIFICATE

I, THE UNDERSIGNED, COUNTY CLERK IN AND FOR THE COUNTY OF CHAMPAIGN AND 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 TRACT OF LAND DESCRIBED IN ATTACHED EXHIBIT "A", AS APPEARS FROM THE RECORDS IN MY OFFICE AS A PORTION OF THE TRACT BEARING PERMANENT INDEX NUMBER 03-20-36-100-~~027~~.

-024. *hay*
Co. Clerk's office.

GIVEN UNDER MY HAND AND SEAL THIS 19th DAY OF SEPTEMBER
A.D., 19 88.

Dennis R. Jones
COUNTY CLERK OF CHAMPAIGN COUNTY



(SEAL)

EXHIBIT "A"

ARBOUR MEADOWS SUBDIVISION NO. 2

Commencing at the Northwest corner of Section 36, Township 19 North, Range 8 East of the Third Principal Meridian; thence South 89 degrees 20 minutes 52 seconds East, along the North line of said Section 36 and centerline of Curtis Road, 833.11 feet to the extended East right-of-way line of Wesley Avenue of Arbour Meadows Subdivision No. 1, said point being the true point of beginning; thence continuing South 89 degrees 20 minutes 52 seconds East, along said North line, 807.06 feet; thence South 00 degrees 39 minutes 08 seconds West, 432.00 feet; thence South 89 degrees 20 minutes 52 seconds East, 89.26 feet; thence South 03 degrees 46 minutes 14 seconds West, 238.85 feet to a point on the North line of the aforesaid Arbour Meadows Subdivision No. 1; thence North 90 degrees 00 minutes 00 seconds West, along the North line of said Arbour Meadows Subdivision No. 1, 148.70 feet; thence North 72 degrees 17 minutes 03 seconds West, along said North line, 377.92 feet; thence North 90 degrees 00 minutes 00 seconds West, along said North line, 330.00 feet; thence North 42 degrees 08 minutes 15 seconds West, along said North line, 156.52 feet to a point on curve on the aforesaid East right-of-way line of Wesley Avenue; thence Northerly, along said East right-of-way line, a curve to the left, convex to the East, with a radius of 334.11 feet and an initial tangent bearing North, 36 degrees 24 minutes 03 seconds East, a distance of 208.46 feet; thence South 89 degrees 20 minutes 52 seconds East, along said East right-of-way line, 10.00 feet; thence North 00 degrees 39 minutes 08 seconds East, along said East right-of-way line, 60.00 feet; thence North 89 degrees 20 minutes 52 seconds West, along said East right-of-way line, 10.00 feet; thence North 00 degrees 39 minutes 08 seconds East, along said East right-of-way line and an extension thereof, 195.00 feet to the point of beginning, containing 11.617 acres, more or less, all situated in the Village of Savoy, Champaign County, Illinois.

AMENDMENT TO
ARBOUR MEADOWS SUBDIVISION NO. 2
RESTRICTIVE COVENANTS

Paragraph No. 15 under Restrictions, located on page four (4), specifically entitled Home Owner's Association, is hereby amended to read as follows:

All lot owners in the Arbour Meadows Subdivision No. 2 and any other subdivisions or portion thereof which join the Association agree to accept membership in said Association and to be bound by the rules and regulations of said Association and to maintain membership therein so long as such ownership is retained. A primary purpose of said Association will be to provide for the development and maintenance and upkeep of the common areas and detention basins of the subdivision. Each lot owner shall be subject to and share equally in the payment of an annual assessment for annual dues to the Association in such amounts and at such times as determined by the Board of Directors.

Christopher E. Creek, or his successors and assigns, as owner of Lot 202, shall join the Association and shall pay thirty percent (30%) of the total Arbour Meadows Homeowners' Association budget for the year 1991 and for all successive years thereafter.

The Arbour Meadows Homeowners' Association is hereby granted the authority to place assessment liens against any lot for any unpaid assessments and granted the authority to recover reasonable attorney's fees in the enforcement of these covenants.

The common areas developed in The Arbour Meadows Subdivisions shall be subject to the rules and regulations established by The Arbour Meadows Homeowners' Association and the use of common areas and common facilities which may be provided by the developer from time to time shall be subject to the rules and regulations established by said Homeowners' Association.

The Homeowners' Association shall have the power to make agreements with park districts, not-for-profit corporations, or any other municipal government for the maintenance of any common areas and shall have the power to convey any said common areas to said municipal government or park district subject to a vote of the majority of the Homeowners' Association.

The Homeowners' Association shall establish a publicly listed telephone number and post office box in the municipality to which the subdivisions are annexed, both to be maintained and monitored by the President of the Association at the Association's expense, until such time as the purpose of the Homeowners' Association shall no longer exist.

IN WITNESS WHEREOF, this instrument has been executed this 1st day of ^{May} March, 1991, at Champaign, Illinois.

ATTEST: *[Signature]*

Its: *Trust Officer*

See Exculpatory Clause ~~AB-15~~
CHAMPAIGN NATIONAL BANK
as Trustee Under Its
Trust No. 030-101-000

By: *Rhea A. Lawrence*

Its: *Trust Officer*

Christopher E. Creek
CHRISTOPHER E. CREEK,
an Individual

BIBLE BAPTIST CHURCH, a
religious corporation

Marion Christman
Marion Christman, Trustee

Richard Brown
Richard Brown, Trustee

Gary Norfleet
Gary Norfleet, Trustee

Vernal Kisse
Vernal Kisse, Trustee

Kevin Logsdon
Kevin Logsdon, Trustee

Kim Proemmel
Kim Proemmel, Trustee

William Kirby
William Kirby, Trustee

Charles Pearson

Charles Pearson, Trustee

John Widick

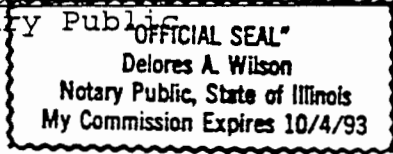
John Widick, Trustee

STATE OF ILLINOIS)
) SS:
COUNTY OF CHAMPAIGN)

On this 1st day of May, 1991, before me personally appeared Rhea A. Lawrence and Erin M. DeMaris, to me personally known, who being by me duly sworn, say that they are respectively the Trust Officers and Trust Officers of Champaign National Bank, ~~as~~ Trustee Under Its Trust No. 030-101-000, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said Trust, and they acknowledge that being duly authorized and directed they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Delores A. Wilson

Notary Public



STATE OF ILLINOIS)
) SS:
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Christopher E. Creek personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal, this 26th day of June, A.D., 1991.



Nancy Sullivan

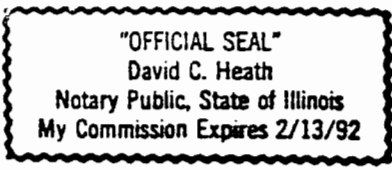
Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Marion Christman, Richard Brown, Gary Norfleet, Vernal Kisse, Kevin Logsdon, Kim Proemmel, William Kirby, Charles Pearson, and John Widick personally known to me to be the same persons whose name 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, for the uses and purposes therein set forth, including the waiver of the right of homestead.

Given under my hand and Notarial Seal, this 16th day of May, A.D., 1991.

David C. Heath
Notary Public



Prepared by:
Kelly E. Ford
Law Office of Ward F. McDonald
1701 Broadmoor Drive
Champaign, IL 61821

Return to:
Kelly E. Ford
Law Office of Ward F. McDonald
1701 Broadmoor Drive
Champaign, IL 61821

D:Regency:
ArboursAmendment
3/7/91

RIDER ATTACHED TO AND MADE A PART OF THE
AMENDMENT TO ARBOUR MEADOWS SUBDIVISION NO. 2 RESTRICTIVE

COVENANTS

DATED May 1, 1991

UNDER TRUST NO. #030-101-000

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trust or for the purpose or with the intention of binding said Trustee personally by are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the CHAMPAIGN NATIONAL BANK on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

PLAT OF SURVEY MISTY COVE CONDOMINIUMS

PHASE I

VILLAGE OF SAVOY
CHAMPAIGN COUNTY, ILLINOIS
PART OF THE NW 1/4, SEC. 36, T.19N., R.8E., 3rd P.M.
PART OF LOT 202 OF ARBOUR MEADOWS SUBDIVISION NO. 2

352-0371

JEGGY MEYERS

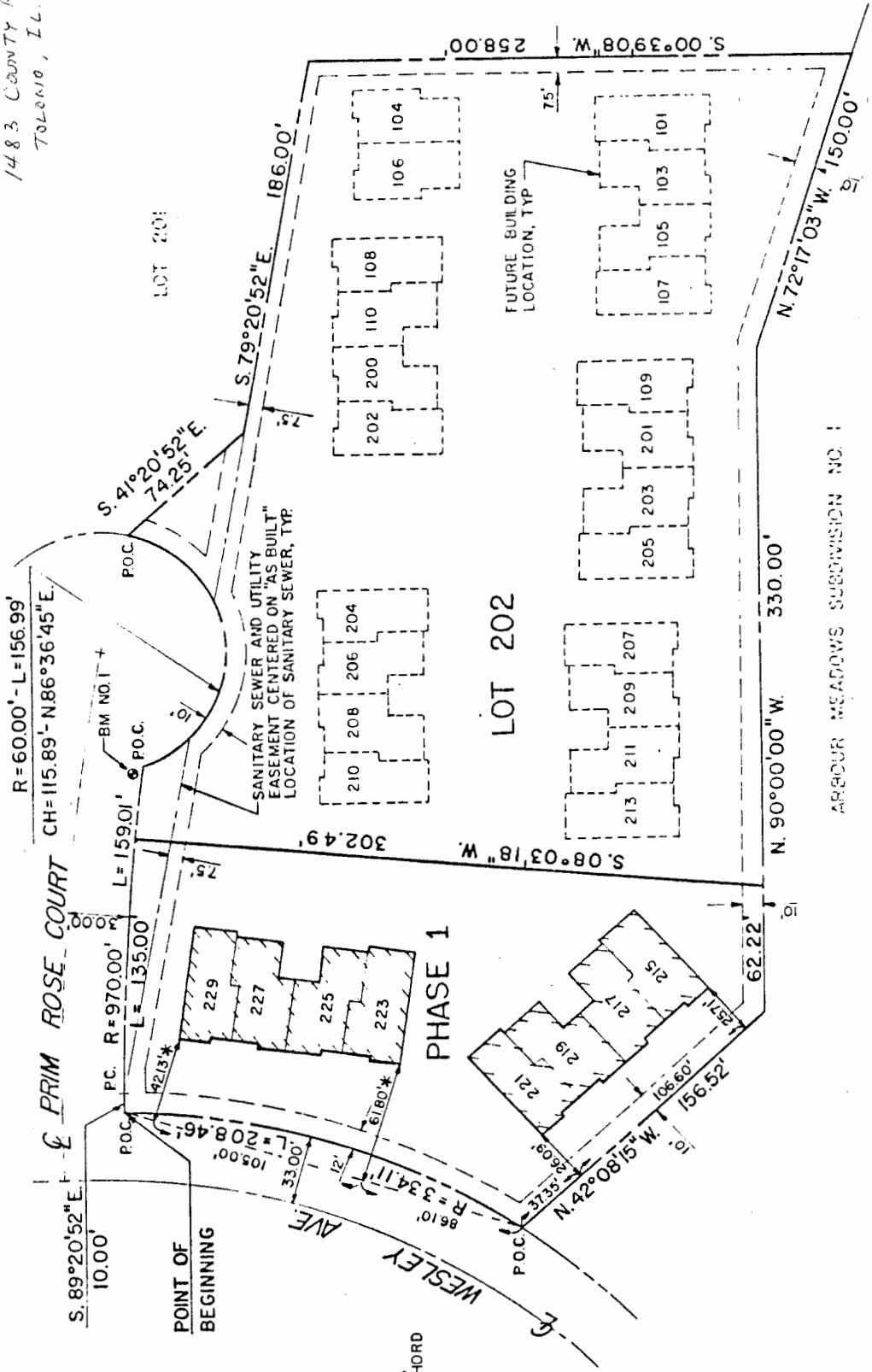
4 LINDHURST PL. C 61821

CHRIS COOGL

684-2793

1483 COUNTY RD. 900 N 21
TOLANO, IL.

TY COVE
DOMINIUMS
WS



ASURED TO CHORD,
RIGHT ANGLE TO CHORD

- NOTES
1. THIS PLAT IS THE ILLINOIS
 2. ELEVATIONS A SEA LEVEL C
 3. ELEVATIONS A

ARBOUR MEADOWS SUBDIVISION NO. 1

SURVEYOR'S CERTIFICATE

I, THOMAS B. JORDAN, DO CERTIFY THAT, AT THE REQUEST OF CHRISTOPHER E. CREEK, I HAVE PREPARED THIS SURVEY TO BE MADE AS SHOWN ON THE ATTACHED PLAT. FURTHER

LEGAL DESCRIPTION
WEST ONE ACRE OF LOT 202 OF ARBOUR MEADOWS SUBDIVISION NO. 2