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ARBOUR MEADOWS SUBDIVISION NO. 3

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 said real estate into lots, streets and utility easements as indicated on the annexed plat, bearing the Certificate of said Thomas B. Jordan under date of July 4, 1992, said subdivision to be known as Arbour Meadows Subdivision No. 3, Addition to the Village of Savoy, Champaign County, Illinois.

Champaign National Bank, as Trustee under its Trust No. 030-101-000 hereby grants and dedicates 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, reserving, however, unto Champaign National Bank Trust No. 030-101-000, its successors and assigns, permanent easements as set forth above and hereafter and also across or under all streets, driveways, and courts shown on said plat for the installation of storm drains, sanitary sewers, tile, water, and gas mains, and electric and telephone lines. The Trustee, its successors, and assigns, shall be privileged to go upon the public utility easements as shown on said plat. Subject to said reservation, the Trustee does hereby dedicate all easements to the Village of Savoy, applicable utility companies, and also to lot owners (as applicable) for repair and maintenance of private sanitary sewer service owned by lot owners.

Champaign National Bank, as Trustee under its Trust No. 030-101-000, hereby grants the perpetual right and easement to the Arbour Meadows Homeowners' Association, its successors and assigns, in, under, upon, and across the west thirty (30) feet

of Lots 320, 321, 326 - 328, 333 - 335, 339 - 341, 344, and 345, and in, under, upon, and across the south thirty (30) feet of Lots 345 - 347, to construct, maintain, repair and replace landscaping in, under, upon and across said easement area, together with the perpetual right of ingress to and egress from such lands for the exercise of the rights herein granted. This grant shall be binding upon the successors in title and assigns of the Trustee. The Trustee, and its assigns and successors-in-title, shall not construct, place or erect any building or structures within the easement area, nor shall they alter the berm located within the easement area in any way, without the consent of the Village of Savoy and the Arbour Meadows Homeowners' Association.

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:

#### DEFINITIONS

For the purpose of this declaration, certain words and terms are hereby defined.

Structure: Any building, planting, dwelling, fence, excavation or any other thing or work on the real estate (including, but not limited to, antenna systems).

Developer: The developer is Arbours Development Limited Partnership, its heirs, successors or assigns, having its principal office at 1701 Broadmoor Drive, Suite 200, Champaign, Illinois.

Single Family Unit: A separate and detached main building designed and constructed for the residential use of one and only one household.

Accessory Building: Separate building or buildings or portions of the main building located on the same building site and which are incidental to the main building or to the main use of the premises.

Dwelling Unit: A structure or portion thereof designed and constructed for the residential use of one household.

Building Area: That portion of a building site within which the construction and maintenance of main buildings is permitted.

Building Site: A portion of the subdivision consisting of at least one entire lot as platted.

Dwelling: The main building or buildings on any building site in Lots 301 through 347 inclusive. The dwelling is to be designed for and is to be used exclusively for a residence.

Ground Floor Area: That portion of a dwelling which is built over a basement or foundation but not over any other portion of the dwelling.

Commons: The areas owned by the Arbour Meadows Homeowners' Association as defined by the Plat.

Arbour Meadows Subdivisions: Any and all subdivisions which belong to and are governed by the Arbour Meadows Homeowners' Association.

Architectural Control Committee: A designated body with the authority to approve or disallow the placement of any structure on a building site.

#### AREA OF APPLICATION

The covenants, in their entirety, shall apply to Lots 301 through 347 inclusive of ARBOUR MEADOWS SUBDIVISION NO. 3, Champaign County, Illinois.

#### COVENANTS

1. Allowable Structures: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family unit on Lots 301 through 347 inclusive, a private garage for not more than three (3) cars per dwelling unit, and other accessory buildings incidental to residential use of the premises.

2. Architectural Control:

a. Committee Membership - The Architectural Control Committee shall initially be composed of three persons as follows:

Mr. E. Ronald Miles  
1701 Broadmoor Dr., Ste. 200  
Champaign, IL 61821

Mr. William T. Payne  
1701 Broadmoor Dr., Ste. 200  
Champaign, IL 61821

Mr. Brad Smith  
314 W. Kirby Avenue  
Champaign, IL 61820

A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. At any time, the then record owner of 75% of the lots in Arbour Meadows Subdivision No. 3 shall have the power by a duly recorded instrument to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties.

b. Powers: It is the purpose of Architectural Control to promote the residential development of Arbour Meadows Subdivision No. 3 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 benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld.

The Architectural Committee shall have the power to reduce side-yard and front-yard requirements in the same percentages as are allowed by the zoning ordinances of the Village of Savoy as amended from time to time.

c. Procedures:

1. Building Plans, etc.: No building, planting, dwelling, fence or other structure (including, but not limited to, antenna systems) or excavation shall be erected, constructed, altered or maintained upon, under 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 the grading plan of the building site shall have been submitted in triplicate to and approved by the Architectural Committee, and until a copy of such plans and specifications, plot plan and grading plan as

finally approved is deposited for permanent record with the Architectural Committee.

2. 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.

3. 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, 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.

4. Waiver of Liability: (a) The approval by the Architectural Committee of any plans and specifications, plot plan, grading, or any other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said 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.

(b) Neither the said committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for any 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.

5. 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.

3. Minimum Dwelling - Quality and Size: No dwelling unit shall be permitted on any site unless it includes a carport or garage. The Architectural Committee, however, shall have the power to waive the requirement of a carport or garage. No one-story dwelling shall occupy a ground floor area of less than 1,800 square feet, and no dwelling having more than one story shall occupy a ground floor area of less than 1,000 square feet and a total floor area of less than 2,000 square feet. In computing the floor areas of a dwelling for the purpose of applying this restriction, one-half of the area of attached enclosed garages shall be considered to be a part of a one-story dwelling.

4. Building Location: No building shall be located on any lot except within the building lines as shown upon the recorded plat; and in accordance with the zoning ordinance of the Village of Savoy, unless said building is constructed on two or more lots, unless prohibited or regulated by the Village of Savoy Zoning Ordinance or other applicable ordinance.

5. Easements: Easements for the installation and maintenance of utilities and drainage facilities whether above or below ground are reserved as noted on the recorded plat. No structure shall be erected, placed or allowed to remain over areas reserved for easements which would damage or interfere with the construction or maintenance of said utilities. All connections to utility services shall be made underground. Any required above ground appurtenances to the underground utility system shall be located within six feet of said lot lines.

6. Percentage of Lot Coverage: All buildings on a building site, including accessory buildings, shall not cover more than thirty-five percent (35%) of the building site. If local zoning requires a lesser lot coverage ratio, local zoning will prevail.

7. Permissible Building - Order of Construction: All buildings erected on any building site shall be constructed of material of quality suitably adapted for use in the construction of residences, and no building or buildings shall be moved to and placed upon said premises. Accessory buildings shall not be erected, constructed or maintained prior to the erection of construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.

8. 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 shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted.

9. Temporary Structures: No structure of a temporary character, trailer, basement, shack, garage, barn or other out-building shall be used on any lot at any time either temporarily or permanently.

10. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying, soil stripping, or mining operations of any kind shall be permitted upon or in any lot, and no oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than two dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

13. 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 equipment for the storage or disposal of such material 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. In the event any lot owner fails to comply with the provisions of this paragraph 13, the Arbour Meadows Homeowners' Association may give said lot owner written notice requesting cure of said violation. In the event the lot owner fails to cure said violation within 15 days of the date of the written notice, the Homeowners' Association

shall have the right to enter onto the property and remove said refuse and charge the lot owner for the costs thereof. The Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charges, as well as any administrative and legal fees incurred by the Homeowners' Association pursuant thereto.

14. 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 improvements in compliance with an approved architectural plan and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected. In the event the lot owner fails to comply with the provisions of this paragraph 14, the Arbour Meadows Homeowners' Association may give said lot owner written notice requesting cure of said violation. In the event the lot owner fails to cure said violation within fifteen (15) days of the date of the written notice, the Homeowners' Association shall have the right to enter onto the property and remove said materials and charge the lot owner for the costs thereof. The Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charge as well as administrative and legal fees incurred by the Homeowners' Association pursuant thereto.

15. Street Sight 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 property lines and a line connecting them at points 30 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street property line, either edge of any driveway, and a line connecting a point thirty (30) feet on the street property line outward from the edge of the driveway and a point on the edge of the driveway ten (10) feet from the street property line.

16. Sewerage System / Water System: No individual on-site sewerage disposal system or water supply well shall be installed or maintained on any lot.

17. Off-Street Parking: All property owners shall provide and use at all times off-street parking for the number of automobiles in use by the owner or resident on the property. All property owners or residents in Arbour Meadows Subdivision No. 3 owning or possessing trucks which they desire to park in

the subdivision shall provide and use an enclosed garage for the storage of such truck or trucks when not in use.

18. Sidewalks and Driveways: Each property owner shall repair and maintain in good condition any sidewalk provided for his respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Until such acceptance by public authorities, any defective sidewalk which requires repair or replacement shall be repaired or replaced in accordance with the construction plans prepared by Daily & Associates, Engineers, Inc. for Arbour Meadows Subdivision No. 3. Driveways to the street shall be constructed of concrete, asphalt, or brick materials unless otherwise approved by the Architectural Committee.

19. Nuisances: 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; weeds on vacant lots shall be cut between May 1 and May 15, June 15 and June 30, and again between September 1 and September 15 in each year. If the lot owner fails to do so, the Architectural Committee or Arbour Meadows Homeowners' Association may cause weeds to be cut and a lien may be filed against the property for weed mowing, not to exceed the actual cost of completion plus 20% of the cost for handling charges.

20. Waiver: The failure of the Architectural Committee, any building site owner, or the present owner 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, condition, covenant, reservation, lien, or charge.

21. Term: Except as provided in Paragraph 25, these covenants are to run with the land and shall be binding upon all parties and all persons 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 lots in Arbour Meadows Subdivision No. 3 has been recorded, agreeing to change said covenants in whole or in part.

22. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or person(s) violating or attempting to violate any covenant, either to restrain or to recover damages.

23. Authority to Amend or Release Covenants: The owners of legal title to record of seventy-five percent (75%) of the building sites in Arbour Meadows Subdivisions shall have the authority at any time to release or amend all or any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area, and such release or waiver shall become effective upon the recording of such waiver or release in the Recorder's Office of Champaign County, Illinois. Notwithstanding the foregoing, paragraphs no. 15, 16, 23, 26, 27 and 28 shall not be released or amended without the specific written approval of the Board of Trustees of the Village of Savoy, which covenants the Village of Savoy shall have standing to enforce.

24. Homeowners' Association: It is understood that the Arbour Meadows Homeowners' Association has been incorporated and that the developer will pay to said Homeowners' Association all association fees for each lot beginning with the year public improvements are accepted by the Village of Savoy, until said lot has been sold by the developer. All subsequent payments will be made by the lot owner. All lot owners in the Arbour Meadows Subdivision No. 3 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 fees in the enforcement of these covenants.

The Arbour Meadows Homeowners' Association shall have the power and authority to enforce any and all covenants, restrictions, and agreements applicable to lots within the aforesaid Subdivision.

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.

25. Separability: 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, are invalid or for any reason become unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, shall be thereby affected or impaired.

26. Maintenance of Landscaping: The owners of Lots 320, 321, 326 - 328, 333 - 335, 339 - 341, 344, and 345 - 347 shall be responsible for maintaining all landscaping located within the easement area granted to the Arbour Meadows Homeowners' Association in the above Owner's Certificate. In the event the owner of any of these lots fails to maintain said landscaping, the Arbour Meadows Homeowners' Association may maintain said landscaping and charge said owner as additional association fees the cost of said maintenance, and the Arbour Meadows Homeowners' Association shall have the right to place a lien against said lot, and to recover costs and reasonable attorney fees for the filing and enforcement thereof.

27. Mowing of Right-of-Way: The owners of Lots 320, 321, 326 - 328, 333 - 335, 339 - 341, 344, and 345 shall be responsible, at their sole expense, for the mowing of grass within the Prospect Avenue right-of-way contiguous to their respective lots, as shown on the Plat of Subdivision. In the event that any lot owner fails to mow the Prospect Avenue right-of-way contiguous to his or her lot, the Arbour Meadows Homeowners' Association may mow said area, and charge said lot owner for the costs thereof. Arbour Meadows Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said mowing charges, as well as any administrative and legal fees incurred by the Arbour Meadows Homeowners' Association pursuant thereto.

28. Access Control: Certain of the lots in this Subdivision are subject to access control by vehicles. Such locations are identified on the Plat of Subdivision as "Access Control Lines". No driveways for vehicular access onto public streets or alleys shall be constructed in the "Access Control" locations.

29. Construction: During any period of construction or repair the lot owner responsible for such construction and repair shall maintain proper safety procedures, including appropriate construction barriers. Any construction use of easement areas for ingress and egress shall be minimized so as to not interfere with traffic and so as not to create offensive dust, debris, noise or fumes. Any damage to commons areas or private lots, wherever located, caused by construction traffic shall be promptly repaired by the lot owner so as to place such damaged area in the condition which existed immediately prior to the construction period. If, during any phase of construction activities, disruptions occur which obstruct or otherwise negatively affect the traffic flow or activities of the other lot owners, the Architectural Committee may direct the lot owner to immediately cease and desist using the contractors or subcontractors causing said disruption and the lot owners shall promptly comply with such direction.

30. Hazardous Waste: No lot owner shall cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in their respective lot. Lot owners shall not do, nor allow anyone else to do, anything affecting their lot that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on their lot of small quantities of Hazardous Substances that are generally recognized to be appropriate to maintenance of the premises.

Lot owners shall promptly give the Homeowners' Association written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving their lot and any Hazardous Substance or Environmental Law of which lot owners have actual knowledge. If the lot owners learn, or are notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting their lot is necessary, the lot owners shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 30, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 30, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

IN WITNESS WHEREOF, this instrument has been executed on this 24th day of September 1992.

CHAMPAIGN NATIONAL BANK,  
as Trustee under its Trust No.  
030-101-000 See Exculpatory Clause Attached

BY: [Signature]  
Its: Vice President

Attested to:

BY: [Signature]  
Its: Vice President

Prepared by:

The Law Office of  
Ward F. McDonald  
1701 Broadmoor Dr.  
Champaign, IL 61821

Return to:

The Law Office of  
Ward F. McDonald  
1701 Broadmoor Dr.  
Champaign, IL 61821

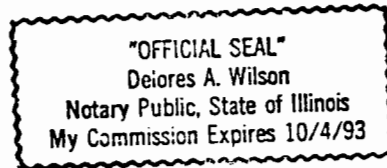
RIDER ATTACHED TO AND MADE A PART OF THE  
RESTRICTIVE COVENANTS AND OWNER'S CERTIFICATE  
FOR ARBOUR MEADOWS SUBDIVISION NO. 3  
UNDER TRUST NO. 030-101-000

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 but 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 express or implied, all such personal liability, if any, being expressly waived and released.

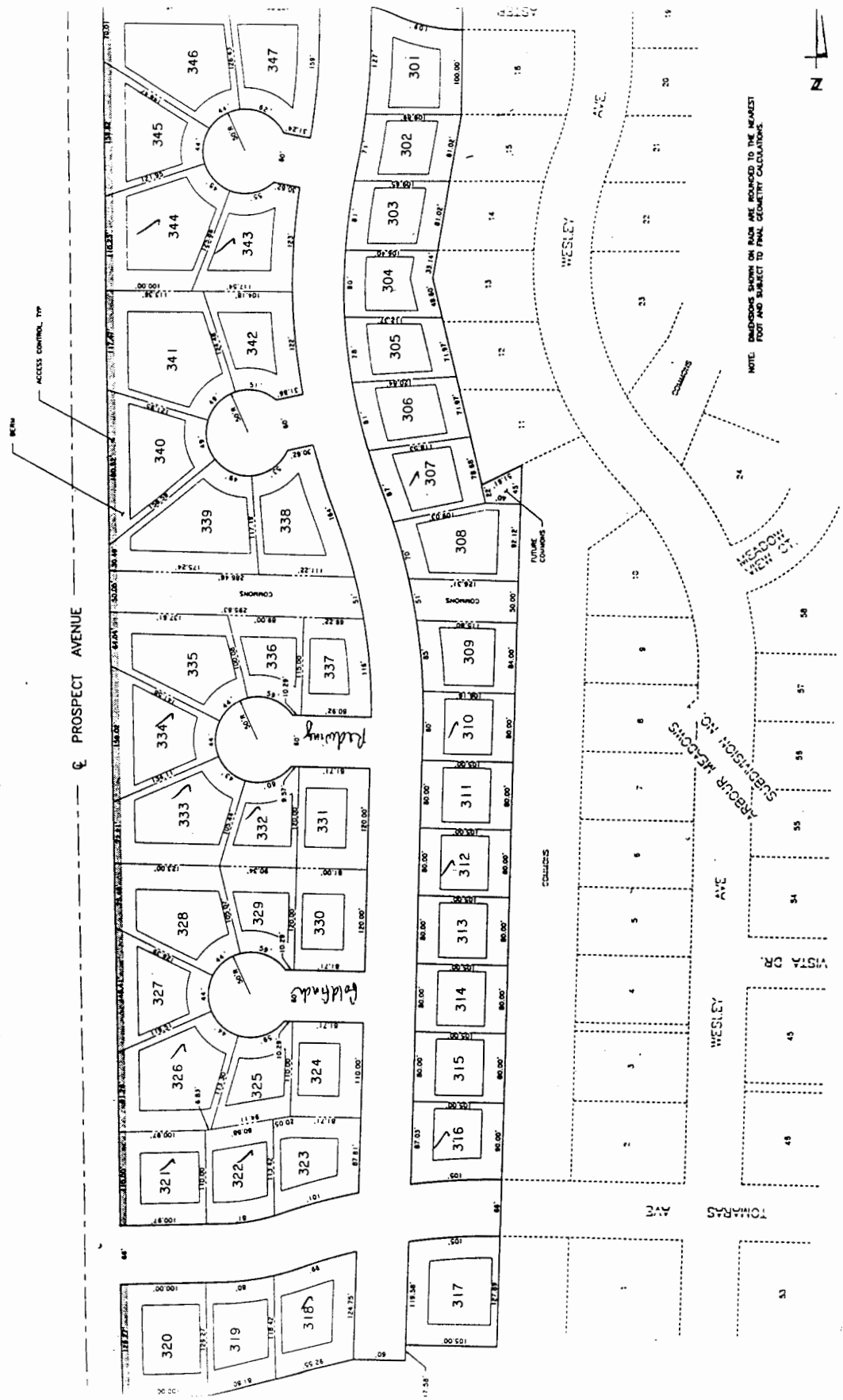
STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF CHAMPAIGN )

On this 24th day of September 1992, before me personally appeared Fran M. McKeown and Sandra J. Moore, to me personally known, who being by me duly sworn, say that they are respectively the V.P. / T.C. and V.P. / T.C. 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 that they acknowledged that being duly authorized and directed, they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Deiores A. Wilson  
Notary Public



C:Regency  
Covent3  
08/31/1992



NOTE: DIMENSIONS SHOWN ON PLAN ARE ROUNDED TO THE NEAREST FOOT AND SUBJECT TO FINAL GEOMETRY CALCULATIONS.

**DA**

Prepared by: **DAILY & ASSOCIATES, ENGINEERS, INC.**

Project: **ARBOURS SUBDIVISION NO. 3**

Sheet: **SCHEMATIC "F" 47 LOTS**