

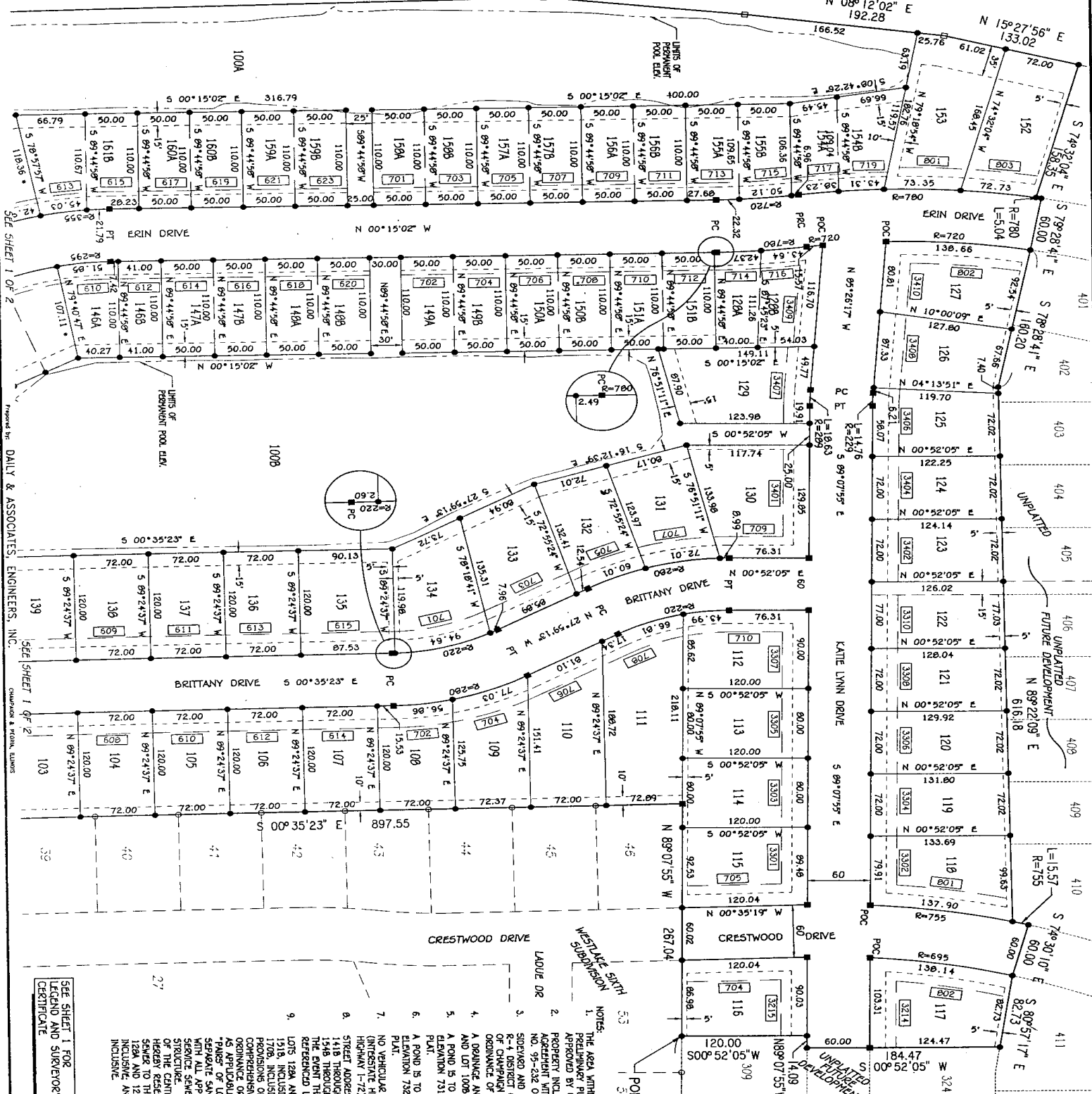


N 01°09'40" W  
586.98

N 06°42'02" E  
193.43

N 08°12'02" E  
192.28

N 15°27'56" E  
133.02

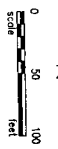


**TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 1**  
**FINAL PLAT**

SHEET 2 OF 2

NORTHWEST CORNER OF THE NE 1/4 OF SECTION 9, T. 19 N., R. 8 E. OF THE 3rd P.M.  
EAST LINE OF THE NE 1/4 OF SECTION 9, T. 19 N., R. 8 E. P.M. AND APPROXIMATE CENTERLINE OF DUNCAN ROAD

POINT OF BEGINNING  
1023.87  
S 00°37'40" E



**NOTES:**

1. THE AREA WITHIN THIS PLAT IS A PART OF THE APPROVED SUBDIVISION PLAT FOR TIMBERLINE VALLEY SOUTH SUBDIVISION, APPROVED BY COUNCIL BILL NO. 95-233 ON SEPTEMBER 19, 1995.
2. PROPORTION INCLUDED IN THIS PLAT IS SUBJECT TO AN ANNEXATION AGREEMENT WITH THE CITY OF CHAMPAIGN, APPROVED BY COUNCIL BILL NO. 95-232 ON SEPTEMBER 19, 1995.
3. SUDOWD AND REPAIRED SERVICES SHALL BE IN ACCORDANCE WITH THE R-4 DISTRICT OF THE 1995 CODE OF ORDINANCE TO THE CITY OF CHAMPAIGN ZONING ORDINANCE OF 1996, AS APPLICABLE.
4. A DEWATER AND UTILITY DISTRICT IS COMPREHENSIVE WITH LOT 100A AND LOT 100B.
5. A POND IS TO BE CONSTRUCTED ON LOT 100A WITH PERMANENT POOL AT ELEVATION 731.0 HSL. THE APPROXIMATE DIMENSIONS ARE SHOWN ON THIS PLAT.
6. A POND IS TO BE CONSTRUCTED ON LOT 100B WITH PERMANENT POOL AT ELEVATION 732.0 HSL. THE APPROXIMATE DIMENSIONS ARE SHOWN ON THIS PLAT.
7. NO VEHICULAR ACCESS WILL BE ALLOWED TO F.A. ROUTE 57 (INTERSTATE HIGHWAY I-57) OR TO F.A. ROUTE 11 (INTERSTATE HIGHWAY I-72).
8. STREET ADDRESSES SHOWN ON LOTS 128A AND 128B; LOTS 141A AND 141B THROUGH LOTS 151A AND 151B INCLUSIVE; AND LOTS 154A AND 154B THROUGH LOTS 170A AND 170B INCLUSIVE, ARE TO BE USED IN THE EVENT THAT DUPLEX UNITS ARE CONSTRUCTED ON ANY OF THESE REFERENCED LOTS.
9. LOTS 128A AND 128B; LOTS 141A AND 141B THROUGH LOTS 151A AND 151B INCLUSIVE; AND LOTS 154A AND 154B THROUGH LOTS 170A AND 170B INCLUSIVE, MAY BE DEVELOPED UNDER THE TOWN OR ROWN HOUSE ORDINANCE OF THE R-4 ZONING DISTRICT OF THE 1995 COMPREHENSIVE ZONING ORDINANCE TO THE CITY OF CHAMPAIGN, AS APPLICABLE, WITH THE CITY OF CHAMPAIGN, APPROVED BY COUNCIL BILL NO. 95-233 ON SEPTEMBER 19, 1995.
10. A POND IS TO BE CONSTRUCTED ON LOT 100B WITH PERMANENT POOL AT ELEVATION 732.0 HSL. THE APPROXIMATE DIMENSIONS ARE SHOWN ON THIS PLAT.
11. ALL APPLICABLE CODES, THAT DISCHARGES INTO A COMMON SERVICE SINKER SERVING A MAXIMUM OF TWO (2) DWELLING UNITS PER STRUCTURE, A 10 FOOT PERMANENT EASEMENT, 5 FEET ON EACH SIDE OF THE CENTER LINE OF THE COMMON AND UNIT SERVICE SEWERS IS HEREBY RESERVED FROM THE USE CONNECTION ON THE PUBLIC SHANKER SEWER TO THE FOUNDATION LINE OF EACH DWELLING UNIT ON LOTS 128A AND 128B; LOTS 141A AND 141B THROUGH LOTS 151A AND 151B INCLUSIVE; AND LOTS 154A AND 154B THROUGH LOTS 170A AND 170B INCLUSIVE.

SEE SHEET 1 FOR LEGEND AND SURVEYOR'S CERTIFICATE



Prepared by: DALY & ASSOCIATES, ENGINEERS, INC.  
SEE SHEET 1 OF 2

**TIMBERLINE VALLEY SOUTH**

**SUBDIVISION NO. 1**

**CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS**

**OWNER'S CERTIFICATE**

STATE OF ILLINOIS

COUNTY OF CHAMPAIGN

SS.

The undersigned, John Kenny Homes, Inc., being the legal owner of the following-described real estate, situated in the City of Champaign, County of Champaign, State of Illinois:

**LEGAL DESCRIPTION**

Part of the Northeast Quarter of Section 9, Township 19 North, Range 8 East of the Third Principal Meridian in Champaign County, Illinois, lying east of F.A.I. Route 57 and North of F.A. Route 72, more particularly described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SECTION 9, T. 19 N., R. 8 E., OF THE 3RD P.M.; THENCE S. 00°37'40" E. ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 1,023.87 FEET; THENCE N. 89°07'55" W., PARALLEL WITH THE CENTERLINE OF FA ROUTE 11 (INTERSTATE HIGHWAY I-72), A DISTANCE OF 1,316.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE N. 89°07'55" W., 267.04 FEET; THENCE S. 00°35'23" E., 897.55 FEET; THENCE N. 89°07'55" W., 112.32 FEET; THENCE S. 00°37'40" E., 629.84 FEET; THENCE N. 55°22'55" W., 165.37 FEET; THENCE N. 35°30'36" W., 363.19 FEET; THENCE N. 59°23'27" W., 426.34 FEET; THENCE N. 27°04'33" W., 234.79 FEET; THENCE N. 01°09'40" W., 586.98 FEET; THENCE N. 06°42'02" E., 193.43 FEET; THENCE N. 08°12'02" E., 192.28 FEET; THENCE N. 15°27'56" E., 133.02 FEET; THENCE S. 74°32'04" E., 158.35 FEET TO A POINT ON CURVE; THENCE NORTHERLY, ALONG A CURVE TO THE RIGHT, CONVEX TO THE WEST WITH A RADIUS OF 780.00 FEET, AND AN INITIAL TANGENT BEARING OF N. 10°09'05" E., 5.04 FEET; THENCE S. 79°28'41" E., 60.00 FEET; THENCE S. 78°28'41" E., 160.20 FEET; THENCE N. 89°22'09" E., 616.18 FEET TO A POINT ON CURVE; THENCE NORTHERLY, ALONG A CURVE TO THE RIGHT, CONVEX TO THE WEST WITH A RADIUS OF 755.00 FEET, AND AN INITIAL TANGENT BEARING OF N. 14°18'58" E., 15.57 FEET; THENCE S. 74°30'10" E., 60.00 FEET; THENCE S. 80°57'17" E., 82.73 FEET; THENCE S. 00°52'05" W., 184.47 FEET; THENCE N. 89°07'55" W., 14.09 FEET; THENCE S. 00°52'05" W., 120.00 FEET TO THE POINT OF BEGINNING, CONTAINING 32.292 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS, AND WITHIN 1-1/2 MILES OF THE CITY OF CHAMPAIGN.

96 DEC 6 PM 2 51  
*John Kenny Homes, Inc.*

DOCS  
CHAMPAIGN COUNTY, ILL  
226

96R30130

### Dedication of Right-of-Way

Owner hereby dedicates perpetually the tracts including subsurface, surface and airspace under, on and over such tracts, shown on the plat as street(s), road(s), avenue(s), drive(s), boulevard(s), highway(s), crosswalk(s) and alley(s) (collectively "right of way), respectively, to the public, for public use, with the right to use, construct, maintain, repair, operate and occupy said right-of-way for vehicular, pedestrian and other transportation purposes and right-of-way purposes, and utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, electricity, gas, telephone, cable television or any other use the public entity in whose jurisdiction the right-of-way lies shall deem to be necessary or useful to the public. The public entity with jurisdiction on behalf of the public shall have the right to maintain said right-of-way free from buildings, fences, structures or any obstructions of any kind whatsoever. No person shall obstruct said right-of-way unless the public entity with authority to do so and all public utilities with facilities located in the easement otherwise authorize said obstructions in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of right-of-way nor shall post office boxes or other small structures required by law to be placed in the right-of-way. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located, provided that the cost of removing obstructions placed in the public right-of-way shall be borne by the person or persons creating the obstruction pursuant to the laws and ordinances of the jurisdiction with control of the right-of-way. The streets, avenues, drives, roads, highways and boulevards shall bear the respective name(s) as shown the plat subject to the right of the public entity with appropriate authority to change said name as provided by law.

### Dedication of Utility Easements to the Public

Owner hereby dedicates perpetually the tracts shown on the plat as "utility easements" to the public for use by utilities for public utility purposes including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television or any other such use that the public entity in whose jurisdiction the easement lies shall deem to be a utility. Such public entity 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. No person shall obstruct said easement unless the public entity with authority to do so authorizes said 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 the result of use or maintenance of the easement for utility purposes. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located.

#### Dedication of Drainage easements to the Public

Owner hereby dedicates perpetually the tracts shown as drainage easements or drainage ways or facilities to the public for storm water drainage purposes including but not limited to constructing, using, operating, maintaining, repairing or reconstructing storm water drainage detention, retention, inlet or outlet facilities or any combination thereof and including the right to place spoil from drainage facilities on the same and to maintain said easement free from any building, fences, structures, impermeable surface, or obstruction whatsoever. No person shall obstruct said tract unless the entity with authority to do so authorizes said obstruction in writing. Only grass may be maintained in that portion of any drainage tract located in a floodway or floodplain. Vegetation may be planted, unless otherwise prohibited by law, in the area of the portion of the tract not located in the floodplain, but the owner shall bear the cost of its removal, if the entity with jurisdiction over the tract hereby dedicated, in its sole discretion, deems such removal necessary. Berm or grading changes made which are not in conformance with the approved plans for drainage filed with the City shall be considered obstructions. The cost of removing unauthorized obstructions or berm or grading changes shall be borne by the property owner of the property on which the obstruction is located.

and having caused the same to be surveyed by Thomas B. Jordan, Illinois Registered Land Surveyor #2014 and having subdivided said real estate into lots, numbered 100A and 100B through 170A and 170B inclusive, streets and utility easements as indicated on the annexed plat bearing the certificate of the said Thomas B. Jordan under date of the \_\_\_\_\_ day of November, 1996, said Subdivision to be known as Timberline Valley South Subdivision No. 1 in the City of Champaign, Champaign County, Illinois.

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

### **PROTECTIVE COVENANTS**

The following covenants shall apply in their entirety, unless otherwise stated, to all lots in Timberline Valley South Subdivision No. 1:

1. **Usage and Floor Area:** Lots 101 through 127 inclusive and Lots 129 through 140 inclusive, and Lots 152 and 153 are platted as single family lots and may be developed under the single family zoning provisions of the City of Champaign Zoning Ordinance. Lots 128A and 128B and Lots 141A and 141B through 151A and 151B inclusive and also Lots 154A and 154B through 170A and 170B inclusive may be developed under the town or rowhouse provisions of the R-4 zoning district of the 1985 Comprehensive Amendment to the City of Champaign Zoning Ordinance or the City of Champaign Zoning Ordinance of 1996, as applicable, with two dwelling units in one duplex structure on the aforementioned "pairs" of lots, i.e. 128A, 128B, etc.

The total floor area of each dwelling exclusive of porch, patio, balcony, basement, and garage area shall be 1200 square feet or more for each single family structure and 900 square feet for each single family unit of a zero lot line structure. A "zero lot line structure" is a structure that is centered upon a boundary line between two adjacent lots with one unit being located upon either side of such lot line.

2. **Dwelling Quality:** It is the intent and purpose of this covenant that all dwellings shall be of good quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size. All construction shall be in conformity with the BOCA Basic/National Fire Prevention Code, the NFPA Life Safety Code No. 101 and the Illinois Rules and Regulations on Volatile Liquids, as amended by the City of Champaign Municipal Code 1985, as amended.

The front yard of any improved lot shall be sodded within five (5) months of occupancy.

3. **Building Location:** No building shall be located on any lot nearer to a lot line than allowed by the applicable zoning ordinance of City of Champaign. If a more restricted setback line is set forth on the recorded plat, such setback line shall control

4. **Architectural Control:**

a. **Committee Membership:** The Architectural Control Committee is composed of John Kenny, Gene Lenzi and a third member to be designated by the remaining lot owners in TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 1 as soon

as there are more than fifty (50) such owners. A majority of the committee may designate a representative to make its report. In the event of 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 owners of a majority of the lots in TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 1 shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

b. **Powers:** It is the purpose of Architectural Control to promote the residential development of TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 1 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 Architectural 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 Architectural Committee.

(1) **Building plats, etc.:** No building, dwelling, fence, or other structure 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 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. TV Satellite discs shall not be installed unless the lot owner has first secured the written approval of 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 thirty (30) 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:** 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 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. 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 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.

**(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 in good faith in acting thereon.

5. **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. No animals or pets shall be housed, kept, or leashed outside the building on any lot, except within a fenced enclosure.

6. **Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

7. **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 square foot, one sign of not more than five 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.

8. **Oil and Mining Operations:** No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot,

9. **Livestock and Poultry:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets of not more than two in number may be kept; provided that they are not kept, bred or maintained for any commercial purposes.

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 and disposal of such material shall be kept in a clean and sanitary condition.

11. **Easements:** Permanent easements are hereby granted and reserved to the public for public utility purposes as shown on the recorded plat for the installation and maintenance of telephone, water, cable television, power, gas, sanitary, and storm sewer lines, and any other utilities and services which may be needed for the purpose of servicing the lots and shall include the right of reasonable ingress and egress for maintenance of said lines. A ten foot permanent easement for water, gas and electric utility is reserved from each building structure to the lot line, same being located five feet on either side of the center line of the initial installation of said lines by utility to the building structure.

No structures, walls, fences, plantings or any materials shall be placed, planted or permitted to remain within the platted easements or publicways which may damage or interfere with the installation, operation or maintenance of the utility.



12. **Fences:** No fences having an overall height of more than three (3) feet shall be constructed or allowed to remain on any lot between the street line and the building set back line, and no shrubbery or hedge located between the street line and the building setback line shall be permitted to grow over three (3) feet in height. No fences shall be constructed on any lot except to replace or maintain fences of the same type, height, materials, and structural components as constructed with the initial building construction and improvements by John Kenny Homes, Inc., unless approved by the Architectural Committee.

13. **Parking:** The owner of each lot shall provide enclosed off-street parking for each motor vehicle owned by such lot owner. No recreation vehicles may be stored upon a lot unless in an enclosed garage. Street parking shall be permitted only for temporary visitors.

14. **Maintenance of Improvements:** It shall be the responsibility of each lot owner to maintain in good condition the improvements upon his/her lot and to keep the same in a clean and neat condition.

15. **Commons Area:** It is specifically understood and agreed that Lots 100A and 100B in Timberline Valley South Subdivision No. 1 are designated as "Commons Area" and serve as detention ponds for the storm waters of the entire Subdivision. Other usage of such Commons Area is restricted to the owners and/or occupants of the lots fronting upon said Commons Area. The cost of maintenance of the detention ponds shall be borne by assessment of all lots in the Subdivision provided that the owner of each lot fronting in whole or in part upon the Commons Area shall be subject to a full assessment and the owner of each lot in the remainder of the Subdivision shall be subject to a one-half assessment. The assessment shall be levied by the Homeowners Association. The Homeowners Association shall be responsible for the maintenance of such detention ponds on Lots 100A and 100B. Drainage easements and utility easements are granted to the public for drainage and public utility purposes from the various portions of the Subdivision to such lots.

It shall be the responsibility of each lot owner to maintain in good and neat condition the area between the rear line of the lot and the shore line of the detention pond.

16. **Post Lanterns:** Concurrently with the occupancy of a residence upon each lot, the owner thereof shall provide a post lantern in the front yard located not more than ten (10) feet from the sidewalk and ten (10) feet from the nearest driveway boundary. Such post lantern shall be equipped with a photoelectric cell causing the post lantern to be illuminated automatically at dusk throughout the year.

17. **Homeowner's Association:** It is understood that a TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 1 HOMEOWNER'S ASSOCIATION shall be organized concurrently herewith and the owners of each lot shall automatically be members in such Homeowner's Association and shall be subject to the adopted rules and regulations of such Association and shall be subject to assessment in accordance therewith. The Commons Areas shall each contain a storm detention basin for the benefit of all lot owners. Accordingly, the maintenance of such Commons Areas shall be the responsibility of the Homeowner's Association, which Association shall have the authority to levy assessments upon such lot owners in accordance with the following percentages of such assessment:

GROUP 1: Lots 129 to 140 inclusive, Lots 142A and 142B to 151B inclusive, Lots 153 to Lot 169A inclusive. The assessment percentage is 1.20% each.

GROUP 2: Lots 101 to 128A and 128B inclusive, Lot 141A and 142B, Lot 152, Lots 170A and 170B. The assessment percentage is .60% each.

Each lot in Group 1 shall be entitled to two (2) votes and each lot in Group 2 shall be entitled to one (1) vote at any meeting of the members of such Association.

18. **Unit Occupancy:** Not more than four unrelated persons may reside in each single family dwelling or single family unit of each zero lot line structure.

**THE FOLLOWING COVENANTS AND RESTRICTIONS NUMBERED 19 THROUGH 30 INCLUSIVE SHALL APPLY SPECIFICALLY TO THE ZERO LOT LINE LOTS, NAMELY LOTS 128A AND 128B, AND LOTS 141A AND 141B THROUGH LOTS 151A AND 151B INCLUSIVE; LOTS 154A AND 154B THROUGH 170A AND 170B INCLUSIVE.**

19. **Definition:** For the purposes of these covenants, the following definitions are set forth:

a. A "dwelling parcel" is defined to include all of that area encompassed by each platted lot of Timberline Valley South Subdivision No. 1.

b. A "duplex structure" refers respectively to each entire building constructed in said Timberline Valley South Subdivision No. 1 on the lots described in the preamble to Article 19 above, each structure containing two dwelling units and which is located upon two platted lots.

c. A "dwelling unit" refers to that part of each duplex structure located upon a dwelling parcel.

20. **Common Sanitary Sewer and Water Line Installation:** Each dwelling unit shall have a separate sanitary sewer clean out located in conformance with all applicable codes that discharges into a common service sewer serving a maximum of two dwelling units per structure. A ten foot permanent easement, five feet on each side of the center line of the common and unit service sewer is hereby reserved from the wye connection on the public sanitary sewer to the foundation line of each dwelling unit. Collectively, the owners of each duplex structure shall be responsible for the maintenance of the common sanitary sewer wastewater effluent conduits and appurtenances from the exit point through the floor of each unit to the connection at a public sewer. A valid easement is hereby declared and established with the right to install, lay, construct, operate, maintain, renew, repair, or replace conduits, pipes and appurtenances together with the right of ingress and egress to transport equipment into, over, under, or along a portion of a lot or unit for the purpose of providing each unit with sanitary wastewater service.

Said sanitary sewer easement continues beneath the structure to the individual unit. An easement is also reserved for separate water line installations for each dwelling unit which may exist across the other lot having the same number from each duplex structure as located at the actual construction. Exact location may be obtained from the developer.

21. **Minimum Floor Area:** The total floor minimum area of each dwelling unit exclusive of porch, patio, balcony, basement, and garage area shall be nine hundred (900) square feet. No garage shall be occupied as a residence, either temporarily or permanently.

22. **Common Walls:** Where there are any common walls between lots or dwelling units, the owner of each lot or dwelling unit shall own to the center of any common wall. Each owner shall do nothing to disturb the right of use of any other owner to any such common walls. A valid easement is hereby declared and established for the benefit of each lot owner to enter and temporarily occupy a reasonable portion of the adjacent lot where there are any common walls, for the purpose of maintenance of his unit, provided, however, that such occupancy shall not unreasonably interfere with the use of the adjacent lot by its owner.

23. **Encroachments:** In the event that by reason of the construction, settlement or shifting of the buildings, or the design and/or construction of any units, any part thereof encroaches or shall thereafter encroach upon any part of any unit or lot, or if by reason of the ducts or conduits serving more than one unit encroach or shall hereinafter encroach upon any part of any unit or lot, valid easements for the use and maintenance of the encroachment are hereby established for so long as all or any part of the building containing the same remains standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit if such encroachment occurred as a result of the willful conduct of said owner. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a unit, whether or not such walls lie in whole or in part within the unit boundaries of lot lines.

24. **Party Wall Usage:** All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two dwelling units shall at all times be considered party walls, and each of the owners of lots upon which any such party wall shall stand, shall have the right to use said party wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of said dwelling unit and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained, to-wit:

- (a) Except by mutual consent of adjacent lot owners, no owner nor any successor in interest shall have the right to extend said party wall in any manner, either in length, height, or thickness.
- (b) In the event of damage or destruction by fire or other casualty of any party walls, including the foundation thereof, the owner of any dwelling unit which abuts on such party walls shall have the right to repair or rebuild such wall and the owner of each dwelling unit which abuts on such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and be of the same size as the original wall.
- (c) The foregoing provisions of this article notwithstanding, the owner of any dwelling unit or other interested party, shall retain the right to

receive a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions.

- (d) In the event of damage or destruction by fire or other casualty of any dwelling unit or any portion thereof, the owner or owners from time to time of any such dwelling unit covenant to and shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinances regulating the construction of buildings in force at the time of repair or reconstruction. The exterior of such dwelling unit, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the dwelling unit(s) which remain standing as a part of such duplex structure and are not required to be rebuilt. In the event of the total or substantial destruction of all the dwelling units in a duplex structure, the architectural design of the exterior of the building structures to be rebuilt and the materials to be used shall be substantially similar in architectural design to the original building structures in TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 1 and shall be constructed of comparable materials.
- (e) In the event that any owner shall fail, after a reasonable time, after the damage or destruction referred in Subparagraph 24(d) to perform the necessary repair or rebuilding, the owner(s) of the remainder of the duplex structure shall, in the manner described in Section 30 of these covenants be permitted to cause such repair or rebuilding to be done by such firm, laborers, or materialmen as may be chosen by such owner(s). Such owner(s) shall have and are hereby given a continuing lien on that dwelling unit on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of:
1. The cost of such repairs or rebuilding;
  2. Interest at the prime rate of BankIllinois in Champaign as in effect from time to time from the date of payment of such costs; and
  3. Reasonable attorneys fees and any court costs or other expenses or charges incurred in connection therewith, which lien shall bind the owner of the repaired or rebuilt unit, his heirs, devisees, personal representatives, grantees, and assignees. Further, in the event such owner does not make prompt payment in the full amount of such claim, the owner(s) so repairing or rebuilding shall have the right to foreclose such lien as permitted by Illinois law. The lien of such owner(s) described in this subsection shall be subordinate to the lien of any prior trust deed, mortgage, or mortgages now or hereafter placed upon the dwelling parcel prior to such repair or rebuilding.

25. **Hazard Insurance:** Every unit owner shall together with the other unit owners in a duplex structure mutually purchase and maintain in effect a single insurance policy insuring the duplex structure for the full insurable replacement cost thereof against

loss by fire and other casualty. All of the owners and their respective mortgagees shall be named as insureds under the policy. Each unit owner shall pay his prorata share of the insurance premium cost as the same becomes due and payable in accordance with the allocated billing from the insurance company based upon the relative value of each unit. In the event of the failure or refusal of any unit owner to pay his share of cost, the owner(s) of the remaining dwelling unit(s) in such duplex structure may pay the same and shall have a lien and cause of action against such defaulting party together with interest costs and expenses as provided in the preceding subparagraph 24(e).

In the event a single insurance policy is not available, each owner shall at all times keep his respective dwelling unit fully insured for the full insurable replacement cost thereof with coverage as provided above and shall name the other unit owners of the building structure as additional insureds under the policy for the purpose of providing funds in those cases in which the owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss. Each owner shall upon request from another owner in the same structure deliver to said other owner a certificate evidencing such insurance coverage and evidence of premium payment and that the policy remains in full force and effect.

Each lot owner shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any dwelling unit which will increase the premium rate of insurance on the duplex structure applicable for residential use. No lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or any part thereof, or which would be in violation of the law.

26. **Maintenance:** Collectively the owners of each duplex structure shall be responsible for the maintenance, painting, repair, or replacement of all exterior walls, including the foundations thereof, roofs, gutters, downspouts and common sanitary sewers, as is made necessary and desirable as a result of the natural and ordinary wear and/or deterioration thereof. The responsibility for such maintenance work shall be borne in accordance with the following procedures:

- (a) **PAINTING** -- Upon a decision being made by the majority of the dwelling unit owners that a particular duplex structure needs repainting, bids shall be secured for the specified painting and the bidders shall be required to allocate to each separate unit the portion of the painting expenses allocable to such dwelling unit. The owner of each dwelling unit shall pay his share of the lowest accepted bid for such painting work, including labor and materials. The owner of a particular dwelling unit may perform his own painting work provided it is in conformity with the repainting plan adopted by the majority and provided further that he do such work at the same time as the work is being performed upon the remainder of the duplex structure and that he perform such work in a reasonable and workmanlike manner. The cost allocation is made in this manner due to the circumstance of each unit varying in size from other units, some being one story and some being two story, and all units having different areas of exterior surface requiring painting.
- (b) **ROOF MAINTENANCE** -- Each owner shall be responsible for keeping the roof over his dwelling unit in good condition for the benefit of all dwelling units. In the event a decision is made, as provided hereunder, for the installation of a new roof, each dwelling unit owner shall contribute to the cost thereof in the proportion of his total roof area to the total roof area of the duplex structure.

- (c) **GUTTERS AND DOWNSPOUTS** -- Each dwelling unit owner shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of all gutters or downspouts of each building structure.
- (d) **EXTERIOR WALLS AND FOUNDATION** -- Each dwelling unit owner shall be responsible for maintaining in a good condition all exterior walls and foundations located upon his dwelling parcel.
- (e) **COMMON SANITARY SEWERS** -- As provided in Covenant 20 maintenance of the Common Sanitary Sewer is the collective responsibility of all unit owners in each duplex structure and each dwelling unit owner shall contribute equally to defray the cost of any necessary maintenance repair or replacement of the Common Sanitary Sewer serving the duplex structure. This provision shall not apply to required maintenance of the extension of said Sanitary Sewer line from the common line to the individual unit which latter maintenance shall be the sole responsibility of each unit owner.

Good maintenance of the entire building structure is necessary for the enjoyment of each building unit therein and, accordingly, each owner is expressly given the right to enforce the above obligations as herein provided in these covenants.

27. **Maintenance of Individual Unit:** The owner of each dwelling unit shall be responsible for the maintenance and/or repair of all of his or her dwelling unit that is not specifically designated as a collective responsibility of the owners of the duplex structure. By way of example, and not limitation, all interior maintenance shall be the sole responsibility of the dwelling unit owner.

The owner of an individual dwelling unit shall not change the exterior appearance of his unit, except with the prior approval of the majority of the dwelling unit owners in his particular duplex structure. It is the purpose and intent of this covenant to enhance the overall appearance of the duplex structure in accordance with the desires of owners holding a majority interest therein.

Lawn maintenance, trash and snow removal are the individual responsibility of each dwelling unit owner, unless they agree to do so collectively.

28. **Decisions Procedures:** For the purpose of making decisions with respect to collective exterior maintenance of each duplex structure, repair, rebuilding, insurance coverage, common sanitary sewer maintenance, etc., as provided herein, the owner or owners of each dwelling parcel/lot upon which a portion of such duplex structure is located shall have one vote in making such determination. For example, on each two-unit structure, there will be two votes available to the respective owners. In the event the two owners cannot agree, such owners shall mutually select a third person to act in making such determination. In the event they cannot mutually agree upon such third person, the developer, JOHN KENNY, shall act as such third person unless he or his corporation is the owner of one of the units involved. If John Kenny refuses, is disqualified, or is not available, any Champaign County Circuit or Associates Judge shall be qualified to name such third person.

All decisions shall, therefore, be by majority vote of such persons and such decisions shall be binding upon all owners of such duplex structure. In the event that a lot is owned by a corporation, partnership, trust, or other legal entity, other than a natural person or persons, then the person so designated by such entity shall be eligible to exercise

such voting rights. In the event there is more than one owner of a single dwelling unit, the vote shall be accordingly split.

In the event there is a plugging or other stoppage or obstruction of the common sanitary sewer line, any unit owner advised of such circumstance shall, if reasonably possible, notify other unit owners in the same duplex structure, but in the event immediate corrective action is necessary, any unit owner shall have the authority to proceed immediately to engage the necessary services to remove such plugging or stoppage in the common sanitary sewer line; in such event, each unit owner of the duplex structure so served shall contribute equally to the cost of such service. This procedural Covenant shall also apply even if a unit owner refuses to vote in favor of the corrective action if such action is reasonably required to remove a service hazard.

29. **Assessments:** Provision for annual assessments, including the provision of a reserve for anticipated maintenance expenditures, or special assessments for emergency repairs or maintenance shall be determined by a vote of the respective owners of each duplex structure. The purpose of such assessment, the amount thereof, and the method of payment shall be determined by a majority vote and shall be reduced to writing. Upon the request of any contract purchaser of a dwelling unit, the owner(s) of remaining units in such building structure agree to execute a written statement or assessments, if any, due for such dwelling unit.

30. **Default:** In the event that a dwelling unit owner has failed to perform any obligations hereunder, the remaining unit owner(s) in the same duplex structure may take action to enforce such obligation in the following manner:

- (a) Written notice shall be given to such alleged defaulting unit owner, setting forth the alleged default.
- (b) If the alleged defaulting owner has not taken steps to correct such default or if such unit owner has failed to make any response thereto setting forth valid reasons for his action or omission to act, then and in such event, the remaining dwelling unit owner(s) in such duplex structure may take action to remedy such alleged defaults and recover the costs thereof as provided elsewhere in these covenants. If the alleged default is of a nature to require more prompt action, the notice period may be shortened to not less than five (5) days, provided the notice is personally delivered and the time so specified.
- (c) Notices hereunder shall be given by personal delivery or by certified mail, return receipt requested, by U.S. Mail, postage prepaid, to the address of such noticed party.
- (d) In the event any work is performed or caused to be performed by a dwelling unit owner upon another owner's unit pursuant to the terms of this covenant, and the failure of the owner to perform as required hereunder, the unit owner contracting for the performance of any such work shall keep and maintain written records, invoices, and the like with respect to the cost of any materials, labor, or the like used in making such repair work and shall provide to the defaulting unit owner a copy of all such data and written evidence of the payment thereof, for which reimbursement is sought. Further, the owner(s) performing or contracting for the performance of such

remedial work shall be entitled to reimbursement therefore as provided under Covenants 24(e) and 30.

31. **Continuity:** It is the intent of these covenants to provide for and protect the cooperative aspect of ownership and the value, desirability and attractiveness of the duplex structure. Accordingly, the covenants provided for hereunder are specifically designated as covenants running with the land. These covenants shall continue in full force and effect, unless the same are amended by written instrument and recorded as provided below in Covenant numbered 36.

32. **Mortgage Liens:** Each and every restriction as to said property is hereby declared subject and subordinate to the lien of any mortgage or deed of trust now or hereafter made or existing in good faith and for value, and these restrictions shall in no way restrict, impair, or defeat any right of sale contained in any such mortgage or deed of trust or the foreclosure of the same, provided however, that title to any property subject to these restrictions and obtained through sale under or foreclosure of any such mortgage or deed of trust shall thereafter be held subject to all provisions of these restrictions.

33. **Term:** 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 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; provided that any changes to Covenants 11, 15, and 20 must be approved in writing by the City of Champaign.

34. **Enforcement:** Enforcement shall be by proceeding 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 Homeowner's Association may take all appropriate action to enforce these covenants on behalf of the lot owners.

35. **Dedication:** John Kenny Homes, Inc., hereby grants and dedicates for the use of the public as streets, drives, sidewalks, storm sewers, sanitary sewers, and water mains all of the streets, drives, sidewalks, storm and sanitary sewers, and water main installations as are referenced on said plat and supporting documents and installed pursuant thereto.

36. **Release of Covenants:** The majority of the Owners of legal title of record of the lots included in Group 1 in Covenant 17 above shall have the authority at any time to release all or from time to time any part of the Protective Covenants or reservations herein set forth applicable to such lots. Further, the majority of the owners of legal title of record of the lots described in Group 2 in Covenant 17 above shall have the authority at any time to release all or from time to time any part of the Protective Covenants or reservations herein set forth applicable to such lots. This authority to release covenants is subject to the approval of the City of Champaign with reference to Covenants numbered 11, 15, and 20.

Upon recording of such waiver or release in the Recorder's Office of Champaign County, Illinois, such covenant, condition, lien or charge shall no longer be required under the provisions herein set forth. There shall be no vote allocated to Lots 100A and 100B. Prior to the amendment of any covenant dealing with the maintenance of any common sanitary sewer, written approval of such amendment must first be obtained by the City of Champaign and the Urbana-Champaign Sanitary District.



37. **Invalidity:** If it shall be at any time held that any one of the foregoing restrictions, conditions, covenants, reservations 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.

**IN WITNESS WHEREOF**, this Owner's Certificate has been executed by JOHN KENNY HOMES, INC., by its President and attested by its Secretary, this \_\_\_\_ day of November, 1996, pursuant to authorization of its Board of Directors; further said Certificate has been executed by First Midwest Bank, N.A., mortgagee, and joins in the execution of this Owner's Certificate as the owner's mortgagee to evidence its consent to the terms and provisions of the Owner's Certificate this \_\_\_\_ day of November, 1996.

JOHN KENNY HOMES, INC.

FIRST MIDWEST BANK, N.A.

BY: John Kenny  
John Kenny, President

BY: [Signature]

ATTEST:

ATTEST:

Gene Lenzi  
Gene Lenzi, Secretary

\_\_\_\_\_

STATE OF ILLINOIS

SS.

COUNTY OF CHAMPAIGN

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Kenny and Gene Lenzi, personally known to me to be the President and Secretary respectively of JOHN KENNY HOMES, INC., a corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary respectively they signed, sealed and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said Corporation.

Given under my hand and notarial seal this 22 day of November, 1996.

Leo B. Heath, Jr.  
Notary Public



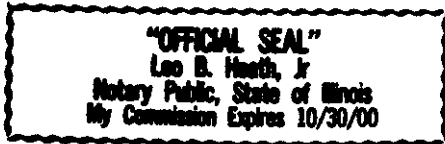
STATE OF ILLINOIS

COUNTY OF CHAMPAIGN

SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steven Little and \_\_\_\_\_, personally known to me to be the President and ~~Secretary~~ respectively of FIRST MIDWEST BANK, N.A. and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary respectively they signed, sealed and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said Corporation.

Given under my hand and notarial seal this 22 day of November, 1996.



Leo B. Heath  
Notary Public

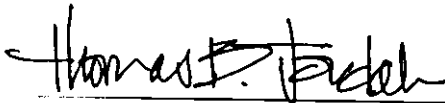
## TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 1

## LEGAL DESCRIPTION

PART OF THE NE 1/4 OF SECTION 9, T. 19 N., R. 8 E., OF THE 3RD P.M. LYING EAST OF F.A. ROUTE 57 (INTERSTATE I-57), AND NORTH OF F.A. ROUTE 11 (INTERSTATE HIGHWAY I-72), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SECTION 9, T. 19 N., R. 8 E. OF THE 3RD P.M.; THENCE S.  $00^{\circ}37'40''$  E., ALONG THE EAST LINE OF SAID SECTION 9 AND APPROXIMATE CENTERLINE OF DUNCAN ROAD, 1,023.87 FEET TO THE NORTHEAST CORNER OF WESTLAKE SUBDIVISION; THENCE N.  $89^{\circ}07'55''$  W., ALONG THE NORTH LINE OF SAID WESTLAKE SUBDIVISION, WESTLAKE SECOND SUBDIVISION, WESTLAKE FIFTH SUBDIVISION AND WESTLAKE SIXTH SUBDIVISION, SAID LINE BEING PARALLEL WITH THE CENTERLINE OF F.A. ROUTE 11 (INTERSTATE HIGHWAY I-72), 1,316.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N.  $89^{\circ}07'55''$  W., ALONG THE NORTH LINE OF SAID WESTLAKE SIXTH SUBDIVISION, 267.04 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S.  $00^{\circ}35'23''$  E., ALONG THE WEST LINE OF SAID WESTLAKE SIXTH SUBDIVISION, 897.55 FEET; THENCE N.  $89^{\circ}07'55''$  W., ALONG THE WEST LINE OF SAID WESTLAKE SIXTH SUBDIVISION, 112.32 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE S.  $00^{\circ}37'40''$  E., ALONG THE WEST LINE OF WESTLAKE SEVENTH SUBDIVISION AND THE WEST LINE OF WESTLAKE EIGHTH SUBDIVISION, 629.84 FEET TO THE SOUTHWEST CORNER OF SAID WESTLAKE EIGHTH SUBDIVISION, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF F.A. ROUTE 11 (INTERSTATE HIGHWAY I-72); THENCE N.  $55^{\circ}22'55''$  W., ALONG SAID NORTH RIGHT-OF-WAY LINE, 165.37 FEET; THENCE N.  $35^{\circ}30'36''$  W., ALONG SAID NORTH RIGHT-OF-WAY LINE, 363.19 FEET TO THE EAST RIGHT-OF-WAY LINE OF F.A. ROUTE 57 (INTERSTATE I-57); THENCE N.  $59^{\circ}23'27''$  W., ALONG SAID EAST RIGHT-OF-WAY LINE, 426.34 FEET; THENCE N.  $27^{\circ}04'33''$  W., ALONG SAID EAST RIGHT-OF-WAY LINE, 234.79 FEET; THENCE N.  $01^{\circ}09'40''$  W., ALONG SAID EAST RIGHT-OF-WAY LINE, 586.98 FEET; THENCE N.  $06^{\circ}42'02''$  E., ALONG SAID EAST RIGHT-OF-WAY LINE, 193.43 FEET; THENCE N.  $08^{\circ}12'02''$  E., ALONG SAID EAST RIGHT-OF-WAY LINE, 192.28 FEET; THENCE N.  $15^{\circ}27'56''$  E., ALONG SAID EAST RIGHT-OF-WAY LINE, 133.02 FEET; THENCE S.  $74^{\circ}32'04''$  E., 158.35 FEET TO A POINT ON CURVE; THENCE NORTHERLY, ALONG A CURVE TO THE RIGHT, CONVEX TO THE

WEST, WITH A RADIUS OF 780.00 FEET AND AN INITIAL TANGENT BEARING N. 10°09'05" E., A DISTANCE OF 5.04 FEET; THENCE S. 79°28'41" E., 60.00 FEET; THENCE S. 78°28'41" E., 160.20 FEET; THENCE N. 89° 22'09" E., 616.18 FEET TO A POINT ON CURVE; THENCE NORTHERLY, ALONG A CURVE TO THE RIGHT, CONVEX TO THE WEST, WITH A RADIUS OF 755.00 FEET AND AN INITIAL TANGENT BEARING N. 14° 18'58" E., A DISTANCE OF 15.57 FEET; THENCE S. 74°30'10" E., 60.00 FEET; THENCE S. 80°57'17" E., 82.73 FEET; THENCE S. 00° 52'05" W., 184.47 FEET; THENCE N. 89° 07'55" W., 14.09 FEET; THENCE S. 00° 52'05" W., 120.00 FEET TO THE POINT OF BEGINNING, CONTAINING 32.292 ACRES, MORE OR LESS, ALL SITUATED IN THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.



THOMAS B. JORDAN  
DAILY & ASSOCIATES, ENGINEERS, INC.  
1610 BROADMOOR DRIVE  
CHAMPAIGN, IL 61821

November 22, 1996  
DATE

g:\d\0361-75.jad\text\imval#1.eas

**TAX CERTIFICATE**

STATE OF ILLINOIS

COUNTY OF CHAMPAIGN

SS.

I, the undersigned County Clerk for Champaign County, Illinois, do hereby certify that there are no unpaid current taxes or unpaid delinquent taxes or unpaid current special assessments or unpaid special assessments for the premises described as:

**LEGAL DESCRIPTION**

Part of the Northeast Quarter of Section 9, Township 19 North, Range 8 East of the Third Principal Meridian in Champaign County, Illinois, lying east of F.A.I. Route 57 and North of F.A. Route 72, more particularly described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SECTION 9, T. 19 N., R. 8 E., OF THE 3RD P.M.; THENCE S. 00°37'40" E. ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 1,023.87 FEET; THENCE N. 89°07'55" W., PARALLEL WITH THE CENTERLINE OF FA ROUTE 11 (INTERSTATE HIGHWAY I-72), A DISTANCE OF 1,316.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE N. 89°07'55" W., 267.04 FEET; THENCE S. 00°35'23" E., 897.55 FEET; THENCE N. 89°07'55" W., 112.32 FEET; THENCE S. 00°37'40" E., 629.84 FEET; THENCE N. 55°22'55" W., 165.37 FEET; THENCE N. 35°30'36" W., 363.19 FEET; THENCE N. 59°23'27" W., 426.34 FEET; THENCE N. 27°04'33" W., 234.79 FEET; THENCE N. 01°09'40" W., 586.98 FEET; THENCE N. 06°42'02" E., 193.43 FEET; THENCE N. 08°12'02" E., 192.28 FEET; THENCE N. 15°27'56" E., 133.02 FEET; THENCE S. 74°32'04" E., 158.35 FEET TO A POINT ON CURVE; THENCE NORTHERLY, ALONG A CURVE TO THE RIGHT, CONVEX TO THE WEST WITH A RADIUS OF 780.00 FEET, AND AN INITIAL TANGENT BEARING OF N. 10°09'05" E., 5.04 FEET; THENCE S. 79°28'41" E., 60.00 FEET; THENCE S. 78°28'41" E., 160.20 FEET; THENCE N. 89°22'09" E., 616.18 FEET TO A POINT ON CURVE; THENCE NORTHERLY, ALONG A CURVE TO THE RIGHT, CONVEX TO THE WEST WITH A RADIUS OF 755.00 FEET, AND AN INITIAL TANGENT BEARING OF N. 14°18'58" E., 15.57 FEET; THENCE S. 74°30'10" E., 60.00 FEET; THENCE S. 80°57'17" E., 82.73 FEET; THENCE S. 00°52'05" W., 184.47 FEET; THENCE N. 89°07'55" W., 14.09 FEET; THENCE S. 00°52'05" W., 120.00 FEET TO THE POINT OF BEGINNING, CONTAINING 32.292 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS, AND WITHIN 1-1/2 MILES OF THE CITY OF CHAMPAIGN.

DATED THIS 22nd DAY OF NOVEMBER, 1995.

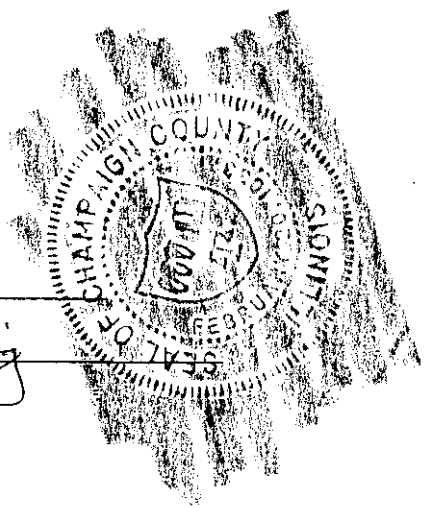
PERMANENT TAX I.D. NO.

03-20-09-200-032

03-20-09-200-007

41-20-09-200-033

*Dennis R. Burg*  
COUNTY CLERK



96R30130

DOC # \_\_\_\_\_  
CHAMPAIGN COUNTY, ILL  
CC 226

'96 DEC 6 PM 2 51  
Barbara A. Orsca

Timberline Valley South Sub #1

Date 11-19-96

Instrument Plat

Description NE<sup>4</sup> Sec 9-19-8

Return to: Chicago Title

70<sup>00</sup>  
3<sup>00</sup>  
73<sup>00</sup>