

REPLAT LOTS 249 THROUGH 256 TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 2

PART OF THE NE 1/4, SEC. 9, T.19N., R.8E., 3rd P.M.
CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS

99R24919
99R24919



SURVEYOR'S CERTIFICATE

I, THOMAS B. JORDAN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2014, HEREBY CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND WITH THE ORDINANCES OF THE CITY OF CHAMPAIGN, OF 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.I. ROUTE 57 (INTERSTATE I-57), AND NORTH OF F.A.I. ROUTE 11 (INTERSTATE HIGHWAY I-72), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 249 THROUGH 256, INCLUSIVE, OF TIMBERLINE VALLEY SOUTH, SUBDIVISION NO. 2, RECORDED DECEMBER 17, 1998, AS DOCUMENT NO. 9824955 IN THE RECORDER'S OFFICE OF CHAMPAIGN COUNTY, ILLINOIS, CONTAINING 1.871 ACRES, MORE OR LESS, ALL SITUATED IN THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.

FOR THE PURPOSE OF RESUBDIVING SAID LOTS INTO TWELVE (12) LOTS WITH DIMENSIONS IN FEET AND DECIMALS THEREOF, THE DIMENSIONS OF THIS REPLAT ARE DEDICATED TO THE PUBLIC USE OF THE CITY OF CHAMPAIGN, ILLINOIS. SAID PUBLIC USE OF THE CITY OF CHAMPAIGN, ILLINOIS, IS FOR THE PURPOSE OF REPEATING LOTS 249 THROUGH 256, INCLUSIVE, AS APPROPRIATE, AND THE SUBDIVISION SHALL BE KNOWN AS REPLAT LOTS 249 THROUGH 256, TIMBERLINE VALLEY SOUTH, SUBDIVISION NO. 2, CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.

I DO HEREBY DESIGNATE IN ACCORDANCE WITH PAR-0709 (THE PLAY ACT), CHICAGO TITLE INSURANCE CO. INC., AS THE CORPORATION THAT MAY RECORD THIS FINAL PLAT, OF WHICH A TRUE COPY HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE.

I HEREBY CERTIFY THAT NO PART OF THE PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 170026 0018 AND 170026 0078 EFFECTIVE DATE JANUARY 16, 1991.

DATE: 8/15/99
THOMAS B. JORDAN
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 2014
CHAMPAIGN, IL

PRESENTED FOR RECORDING BY:
CHICAGO TITLE INSURANCE CO.
201 N. WELLS ST.
CHAMPAIGN, IL 61820

APPROVED:
APPROVAL OF THIS MINOR SUBDIVISION PLAT IS HEREBY RECOMMENDED UNDER THE AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CHAMPAIGN.

DATE: 8-16-99
DATE: 8-17-99
DATE: 8-16-99
DATE: 8-16-99
DATE: 8-5-99

BY: JIM SMITH
CITY ENGINEER

BY: [Signature]
MAYOR

BY: [Signature]
CITY CLERK

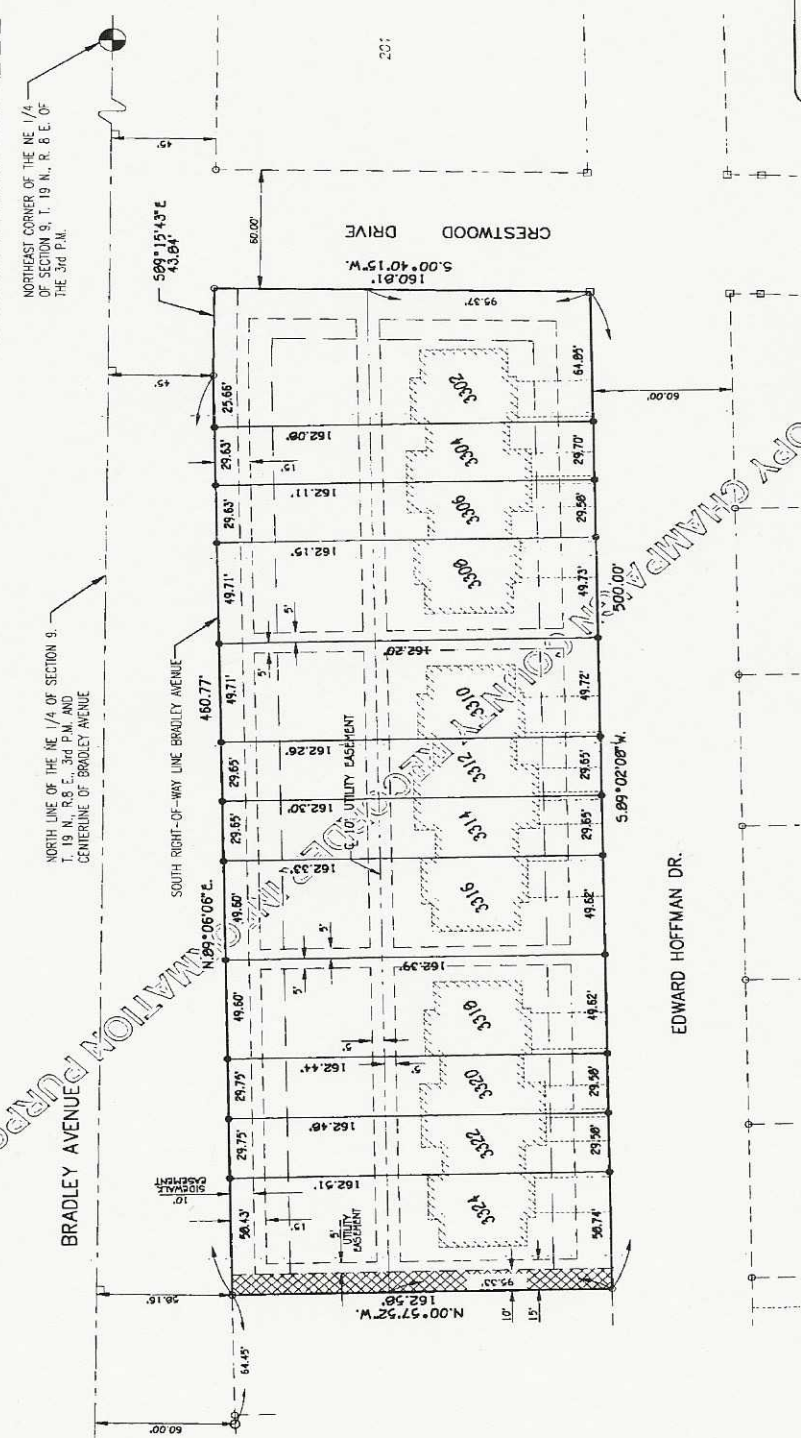
OWNER: JOHN LENNY
PRESIDENT
JOHN LENNY HOMES, INC. CHAMPAIGN & ROMA, ILLINOIS

DA
DAILY & ASSOCIATES, ENGINEERS, INC.
1416 BRADLEY DRIVE
CHAMPAIGN, ILL. 61821
PH: 317-533-4189
FAX: 317-533-0385
E-MAIL: ddaily@daeng.com

Sheet No. 1 of 1 Sheets
Project No. 98176
Cod File No. 98176
E:\98176\98176.dwg

| AREA OF INDIVIDUAL LOTS | | | |
|-------------------------|----------------|---------|----------------|
| LOT NO. | AREA (SQ. FT.) | LOT NO. | AREA (SQ. FT.) |
| 3302 | 10,895 | 3310 | 8,065 |
| 3304 | 4,809 | 3312 | 4,812 |
| 3306 | 4,800 | 3314 | 4,813 |
| 3308 | 8,063 | 3316 | 8,095 |
| | | 3324 | 9,523 |

FINAL PLAT



- LEGEND:
- BOUNDARY OF PLAT
 - LOT LINE
 - IRON PIPE MONUMENT FOUND
 - CONCRETE MONUMENT SET
 - UTILITY & DRAINAGE EASEMENT 15' UNLESS OTHERWISE NOTED
 - BUILDING SETBACK LINE 25' UNLESS OTHERWISE NOTED
 - COMMONS AREA EASEMENT AND UTILITY EASEMENT
 - SECTION CORNER

- NOTES:
1. THE AREA WITHIN THIS PLAT IS A PART OF THE APPROVED PRELIMINARY PLAT FOR TIMBERLINE VALLEY SOUTH SUBDIVISION, APPROVED BY COUNCIL BILL NO. 95-233 ON SEPTEMBER 19, 1995.
 2. PROPERTY INCLUDED IN THIS PLAT IS SUBJECT TO AN ANNEXATION AGREEMENT WITH THE CITY OF CHAMPAIGN, APPROVED BY COUNCIL BILL NO. 95-236 ON SEPTEMBER 19, 1995, AS AMENDED.
 3. SIDEWALK AND REARWARD SETBACKS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF CHAMPAIGN.
 4. DIRECT VEHICULAR ACCESS TO BRADLEY AVENUE FROM LOTS SHALL NOT BE ALLOWED.
 5. STORM WATER DETENTION FOR THE AREA COVERED BY THIS PLAT IS PROVIDED OFF SITE IN TIMBERLINE VALLEY SUBDIVISION NO. 1.
 6. EASEMENTS HAVE BEEN PROVIDED AT THE SAME LOCATIONS AS PLATTED WITH TIMBERLINE VALLEY SOUTH SUBDIVISION NO. 2, WITH ADDITIONAL UTILITY AND SIDEWALK EASEMENTS PROVIDED WITH THIS REPLAT.

99R24919

DOC # _____
CHAMPAIGN COUNTY, ILL

39 AUG 17 PM 3 50

Barbara C. Deane
RECORDER

OFFICIAL COPY CHAMPAIGN COUNTY RECORDER INFORMATION PURPOSES USAGE ONLY

REPLAT LOTS 249 THROUGH 256
TIMBERLINE VALLEY SOUTH
SUBDIVISION NO. 2

CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

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

LEGAL DESCRIPTION

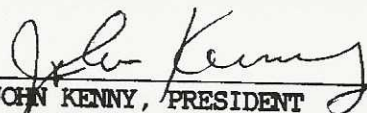
PART OF THE NE 1/4 OF SECTION 9, T. 19 N., R. 8 E. OF THE 3RD P.M. LYING EAST OF THE F.A.I. ROUTE 57 (INTERSTATE I-57), AND NORTH OF F.A.I. ROUTE 11 (INTERSTATE HIGHWAY I-72), MORE PARTICULARLY DESCRIBED AS FOLLOWS:


LOTS 249 THROUGH 256, INCLUSIVE, OF TIMBERLINE VALLEY SOUTH, SUBDIVISION NO. 2, RECORDED DECEMBER 17, 1998, AS DOCUMENT NO. 98R38555 IN THE RECORDER'S OFFICE OF CHAMPAIGN, COUNTY, ILLINOIS, CONTAINING 1.871 ACRES, MORE OR LESS, ALL SITUATED IN THE CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS.

Has caused the same to be surveyed into lots. Owner hereby grants and dedicates the utility easements as depicted on said plat to the public for general utility purposes.

SCHOOL DISTRICT STATEMENT

Owner's further state that the subject property lies within the boundaries of Champaign Community Unit School District No. 4.


JOHN KENNY, PRESIDENT
JOHN KENNY HOMES, INC.


RECORDER

99 AUG 17 PM 3 50

DOC #
CHAMPAIGN COUNTY, ILL

98R24919

99R24919

99R24919

TAX CERTIFICATE

STATE OF ILLINOIS)
)SS.
CITY OF CHAMPAIGN)

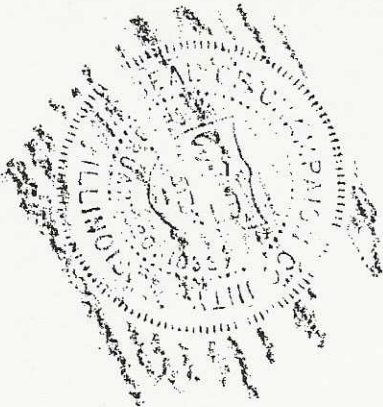
I, the undersigned County Clerk for Champaign County, Illinois, do hereby certify that there are no unpaid delinquent taxes or unpaid delinquent taxes or unpaid current special assessments or unpaid special assessments for the premises described as:

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.I. ROUTE 57 (INTERSTATE I-57), AND NORTH OF F.A.I. ROUTE 11 (INTERSTATE HIGHWAY I-72), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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DATED THIS 13 DAY OF August, 1999.

PERMANENT TAX I.D. NOS. - 03-20-09-200-032 - 1995 & 1996
 03-20-09-200-040 - 1997 & 1998



Mark Stelden
COUNTY CLERK

5

99R24919

DOC # _____
CHAMPAIGN COUNTY, ILL

'99 AUG 17 PM 3 50

Barbara A. Procca
RECORDER

Timberline Valley South Sub #2
Replat Lots 249-256

DATE 8-16-99

INSTRUMENT Replat

DESCRIPTION Lots 249-256 Timberline Valley South
Sub #2

RETURN TO: Daily + Associates 352-4169

FEE: 52⁰⁰
3⁰⁰
55⁰⁰

S-1756

(A)

16.00
3.00
19.00

99R25208

DOC # _____
CHAMPAIGN COUNTY, ILL

'99 AUG 20 AM 11 03

Barbara A. Piazza
RECORDER

OFFICIAL COPY CHAMPAIGN COUNTY RECORDER INFORMATION PURPOSE ONLY

DOCUMENT TO BE RECORDED

Covenants + restrictions

99R 24919

THE FOLLOWING COVENANTS AND RESTRICTIONS SHALL APPLY SPECIFICALLY TO REPLAT LOTS 249 THROUGH 256, TIMBERLINE VALLEY SOUTH NO. 2 LOTS 3302, 3304, 3306, 3308, 3310, 3312, 3314, 3316, 3318, 3320, 3322, 3324.

1. Collectively, the owners of each four-unit dwelling 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.
2. 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 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, that such occupancy shall not unreasonably interfere with the use of the adjacent lot by its owner.
3. 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.
4. For purposes of these covenants, the following definitions are set forth:
 - (a) A dwelling structure refers respectively to each entire building constructed in the said TIMBERLINE VALLEY SUBDIVISION NO. 2, on the Lots described in the preamble to Article 1 each containing four or more dwelling units and located upon three platted lots.
 - (b) A dwelling unit refers to that part of each dwelling

structure located upon a dwelling parcel.

5. 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) 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 wall, including the foundation thereof, the owner of any dwelling unit which abuts on such party wall 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 on the same line 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 dwelling structure and are not required to be rebuilt. In the event of the total or substantial destruction of all the dwelling units in a dwelling 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 original building structures in TIMBERLINE VALLEY SUBDIVISION NO. 2 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 to in Subparagraph 5(d) to perform the necessary repair or rebuilding, the owner(s) of the remainder of the dwelling structure shall, in the manner described in Section 11 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 Bank One Illinois 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.
6. Every unit owner shall together with the other unit owners in a building structure mutually purchase and maintain in effect a single insurance policy insuring the building 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 dwelling 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 sub-paragraph 5(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 dwelling 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.

7. Collectively the owners of each four-unit dwelling 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 dwelling 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 dwelling 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 on 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 dwelling 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 downspout 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 1, maintenance of the Common Sanitary Sewer is the collective responsibility of all unit owners in each dwelling 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 dwelling 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.

It is recognized that 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.

- 8. 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 building 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 dwelling structure. It is the purpose and intent of this covenant to enhance the overall appearance of the dwelling 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. Accordingly, the owner of a middle unit shall be permitted reasonable access across the lawn of an adjacent owner to transport lawn mower, snow blower, ladder, and the like to satisfy such obligation.

9. For the purpose of making decisions with respect to collective exterior maintenance of each dwelling 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 dwelling structure is located shall have one vote in making such determination. For example, on each four-unit structure, there will be four votes available to the respective owners. In the event the four owners cannot agree, such owners shall mutually select a fifth person to act in making such determination. In the event they cannot mutually agree upon such fifth person, the developer, JOHN KENNY, shall act as such fifth person unless he or his corporation is the owner of one the units involved. If John Kenny refuses, is disqualified, or is not available, any Champaign County Circuit or Associate Judge shall be qualified to name such fifth person.

All decisions shall, therefore, be by majority vote of such persons and such decisions shall be binding upon all owners of such building 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 dwelling 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 dwelling 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.

11. In the event that a dwelling unit owner has failed to perform any obligations hereunder, the remaining unit owner(s) in the same dwelling 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 dwelling 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.

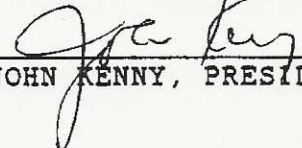
(c) Notices hereunder shall be given by personal delivery or by certified mail, return receipt requested, by U. S. mail, postage prepaid, to the address of such noticed party.

(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 therefor as provided under Covenant 5.

12. 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 dwelling 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.

13. 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.

JOHN KENNY HOMES, INC BUILDER AND DEVELOPER



JOHN KENNY, PRESIDENT

Prepared by & return to:
John Kenny Homes, Inc.
3701 W. Springfield Ave.
Champaign, Il. 61822