

FINAL PLAT OF KINGSWOOD P.U.D.

96K009735

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KANE COUNTY, ILL.
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Lynda M. Quinn
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A SUBDIVISION OF PART OF SECTIONS 24 AND 25 IN TOWNSHIP 40 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES,
KANE COUNTY, ILLINOIS.

SURVEYORS CERTIFICATE
STATE OF ILLINOIS
COUNTY OF DUPAGE) S.S.
I HEREBY DECLARE THAT I WARREN D. JOHNSON, ILLINOIS LAND SURVEYOR
NUMBER 2971, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

OWNER'S CERTIFICATE
STATE OF ILLINOIS
COUNTY OF KANE) S.S.
THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE OWNERS OF THE LAND DESCRIBED
IN THE ANNEXED PLAT, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED
AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES
HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.
DATED THIS 25 DAY OF JANUARY, A.D. 1996.

PARCEL ONE:
THAT PART OF THE EAST 1/2 OF SECTION 24, AND PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 24 AFORSAD, 1.04 CHAINS SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 24 AND 25 AFORSAD, 81.83 CHAINS TO A POINT 22.87 CHAINS SOUTH OF THE NORTHEAST CORNER OF SECTION 25; THENCE NORTH 82 1/2 DEGREES WEST, 18.81 CHAINS TO THE SOUTHERLY EXTENSION OF THE EASTERN LINE OF THE EAST-WEST MAGNANE SUBDIVISION PHASE II, KANE COUNTY, ILLINOIS; THENCE NORTH ALONG SAID EXTENSION AND SAID EAST LINE, ALSO PARALLEL WITH THE EAST LINE OF SAID SECTION, 48.18 CHAINS; THENCE EAST 1 CHAIN; THENCE NORTH PARALLEL WITH THE EAST LINE OF SECTION 24 AFORSAD, 20.32 CHAINS TO THE SOUTH LINE OF ROYAL FOX SUBDIVISION, KANE COUNTY, ILLINOIS; THENCE EAST ALONG SAID SOUTH LINE AND LINE EXTENSION, 5.63 CHAINS; THENCE SOUTH 1 DEGREE, 22 MINUTES, 0 SECONDS EAST, 8.04 CHAINS; THENCE EAST PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24 AFORSAD, 0.81 CHAINS TO THE POINT OF BEGINNING (EXCEPT THAT PART OF THE SOUTHEAST 1/4 OF SAID SECTION 24, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP AND RANGE AFORSAD; THENCE SOUTH 00 DEGREES, 14 MINUTES, 28 SECONDS WEST ALONG THE EAST LINE OF SAID QUARTER 154.30 FEET; THENCE NORTH 83 DEGREES, 24 MINUTES, 00 SECONDS WEST 1118.42 FEET; THENCE NORTH 0 DEGREES, 03 MINUTES, 00 SECONDS WEST 2858.50 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 09 DEGREES, 23 MINUTES, 0 SECONDS EAST 105.4 FEET TO A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24 AND 24.53 CHAINS NORMALLY DISTANCE EASTERLY THEREFROM; THENCE NORTHERLY ALONG SAID PARALLEL LINE 537.47 FEET TO A LINE DRAWN PARALLEL WITH THE NORTHERLY LINE OF SAID SOUTH 1/4 AND 12.32 CHAINS NORMALLY DISTANT SOUTHERLY THEREFROM; THENCE WESTERLY ALONG SAID PARALLEL LINE 105.4 FEET TO A LINE DRAWN NORTH 00 DEGREES, 03 MINUTES, 00 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES, 03 MINUTES, 00 SECONDS EAST ALONG SAID PARALLEL LINE 538.08 FEET TO THE POINT OF BEGINNING AND ALSO EXCEPT THAT PART LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE ILLINOIS STATE ROUTE 84 AND THE EAST LINE OF SAID SECTION 25 AND RUNNING THENCE NORTHERLY ALONG SAID EAST LINE A DISTANCE OF 898.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 05 SECONDS WEST, 102.27 FEET; THENCE NORTH 0 DEGREES, 00 MINUTES, 55 SECONDS WEST, 357.15 FEET; THENCE NORTH 83 DEGREES, 48 MINUTES, 00 SECONDS WEST, 1015.78 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID CHARLEMAONE SUBDIVISION PHASE II; THENCE NORTH 0 DEGREES, 28 MINUTES, 46 SECONDS WEST ALONG SAID EXTENSION AND SAID LINE, 887.31 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE EASTERLY TERMINUS OF HERETOFORE DECEASED FORDS DEED DOCUMENT NO. 8090101; THENCE NORTH 80 DEGREES, 33 MINUTES, 00 SECONDS EAST, 118.92 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE WHOSE CENTER LIES NORTHERLY AND HAS A RADIUS OF 680.00 FEET, 888.27 FEET, ARC, (CHORD BEARING NORTH 81 DEGREES, 28 MINUTES, 50 SECONDS EAST, 630.84 FEET, CHORD) TO A POINT OF TANGENCY; THENCE NORTH 33 DEGREES, 24 MINUTES, 40 SECONDS WEST, 81.00 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 640.00 FEET, 447.46 FEET, ARC, (CHORD BEARING 33 DEGREES, 26 MINUTES, 25 SECONDS EAST, 436.40 FEET, CHORD) FOR A POINT OF TERMINUS IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL TWO:
THAT PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE SOUTH 0 DEGREES, 03 MINUTES, 0 SECONDS WEST, 847.46 FEET; THENCE NORTH 02 DEGREES, 42 MINUTES, 39 SECONDS WEST 506.64 FEET TO A SOUTHERLY LINE OF A SUBDIVISION KNOWN AS HONEY HILL, WAINE, KANE AND DUPAGE COUNTIES, ILLINOIS; THENCE NORTH 88 DEGREES, 14 MINUTES, 34 SECONDS EAST ALONG SAID SOUTHERLY LINE 475.92 FEET TO SAID SOUTHERLY LINE OF SAID SUBDIVISION; THENCE NORTH 80 DEGREES, 30 MINUTES, 41 SECONDS EAST ALONG SAID SOUTHERLY LINE OF SAID SUBDIVISION 76.58 FEET TO AN ANGLE IN SAID LINE; THENCE NORTH 80 DEGREES, 30 MINUTES, 41 SECONDS EAST ALONG SAID SOUTHERLY LINE OF SAID SUBDIVISION 824.88 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24; THENCE SOUTH 0 DEGREES, 03 MINUTES, 0 SECONDS EAST ALONG SAID EAST LINE, 507.96 FEET TO THE POINT OF BEGINNING, IN ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, ILLINOIS, THIS 24 DAY
OF JANUARY, A.D. 1996.
Warren D. Johnson
WARREN D. JOHNSON P.E.L.S.
ILLINOIS LAND SURVEYOR 2971



"KINGSWOOD DEVELOPMENT CORPORATION"
[Signature]
AUTHORIZED OWNERS' SIGNATURE
"KINGSWOOD DEVELOPMENT II CORPORATION"
[Signature]
AUTHORIZED OWNERS' SIGNATURE

NOTARY CERTIFICATE
STATE OF ILLINOIS
COUNTY OF KANE) S.S.
I, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY, IN THE STATE AFORSAD
DO HEREBY CERTIFY THAT I HAVE BEEN DULY QUALIFIED AND
PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE
FORGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND
ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE
AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 25 DAY OF January
A.D. 1996.
[Signature]
NOTARY PUBLIC
OFFICIAL SEAL
HELENE NORVELL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-24-98

COUNTY CLERK CERTIFICATE
STATE OF ILLINOIS
COUNTY OF KANE) S.S.
I, **LORENA P. SAVA**, COUNTY CLERK OF KANE COUNTY, ILLINOIS,
DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORGOTTEN
TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED
PLAT.
I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION
WITH THE ANNEXED PLAT.
GIVEN UNDER MY HAND AND SEAL AT GENOVA, ILLINOIS, THIS 21 DAY OF January
A.D. 1996.
[Signature]
COUNTY CLERK

CERTIFICATE AS TO SPECIAL ASSESSMENTS
STATE OF ILLINOIS
COUNTY OF KANE) S.S.
DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR
FORGOTTEN SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT
BEEN APPROVED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.
DATED AT GENOVA, ILLINOIS, THIS DAY OF January
A.D. 1996.
[Signature]
COLLECTOR OF SPECIAL ASSESSMENTS

PLAN COMMISSION CERTIFICATE
STATE OF ILLINOIS
COUNTY OF KANE) S.S.
APPROVED THIS 20 DAY OF January, A.D. 1996.
CITY OF ST. CHARLES PLAN COMMISSION
[Signature]
CHAIRMAN

DIRECTOR OF PUBLIC WORKS CERTIFICATE
STATE OF ILLINOIS
COUNTY OF KANE) S.S.
MARK W. KOENEN DO HEREBY CERTIFY THAT THE REQUIRED
IMPROVEMENTS HAVE BEEN INSTALLED, OR THE REQUIRED GUARANTEE BOND HAS BEEN POSTED
FOR THE COMPLETION OF ALL REQUIRED LAND IMPROVEMENTS.
DATED THIS 8th DAY OF FEB, A.D. 1996.
[Signature]
DIRECTOR OF PUBLIC WORKS

CITY COUNCIL CERTIFICATE
STATE OF ILLINOIS
COUNTY OF KANE) S.S.
APPROVED AND ACCEPTED THIS 15th DAY OF January, A.D. 1996.
CITY COUNCIL OF ST. CHARLES, ILLINOIS
[Signature]
MAYOR
[Signature]
ATTEST, CITY CLERK

SPECIAL FLOOD HAZARD AREA CERTIFICATE
THIS IS TO CERTIFY THAT THE PARCELS INCLUDED IN THIS RECORD OF DEED ~~XXXX~~
(CASE NO.) LOCATED IN THE SPECIAL FLOOD HAZARD AREA IDENTIFIED FOR THE CITY
OF ST. CHARLES BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON THE FLOOD INSURANCE RATE MAP, PANEL NO.
17-016 0000 A DATED MARCH 19, 1982
[Signature]
WARREN D. JOHNSON P.E.L.S.
ILLINOIS LAND SURVEYOR 2971
Professional Engineer 40472

MORTGAGEE'S CERTIFICATE
ACCEPTED AND APPROVED BY *[Signature]* AS MORTGAGEE.
DATED AT *[Signature]* ILLINOIS, THIS 26th DAY OF
February, A.D. 1996.
BY: *[Signature]*
ATTEST: *[Signature]*

WETLAND CONSERVATION ZONE COVENANT

The area shown hereon as "Wetland Conservation Zone" is hereby subjected to the following restrictive covenant which shall run with the land for the benefit of all lot owners in the instant subdivision:

- The U.S. Army Corps of Engineers will have the right to enforce by proceedings in law or equity the covenants and deed restrictions set out herein and this right shall not be waived by one or more incidents of failure to enforce said right;
- Employees of the U.S. Army Corps of Engineers will have the right to view the Restricted Property in its natural, scenic and open condition and the right to enter thereon at all reasonable times for the purpose of inspecting Restricted Property to determine if the Grantor, or his heirs or assigns, is complying with the covenants and deed restrictions herein;
- Without prior express written consent from the Army Corps of Engineers there shall be no dredged or fill material of any type placed on Restricted Property;
- Without prior express written consent from the U.S. Army Corps of Engineers there shall be no commercial, industrial, agricultural, residential developments, buildings or structures, including but not limited to: signs, except for "no trespassing signs", billboards, other advertising material, or other structures placed on Restricted Property;
- Without prior express written consent of the U.S. Army Corps of Engineers, there shall be no removal or destruction of wildlife, trees or plants or moving except as required for the maintenance of the property as a prairie wetland and except for the removal of non-native flora and fauna; and without such prior express written consent, there shall be no draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals or other material;
- Without prior express written consent from the U.S. Army Corps of Engineers there shall be no operation of watercraft, cars, trucks, snowmobiles, dunebuggies, motorcycles, all-terrain vehicles or any other type of motorized vehicle;
- Without prior express written consent from the U.S. Army Corps of Engineers there shall be no application of pesticides or herbicides except as consistent with the maintenance of the property as a prairie wetland and except for removal of non-native flora and fauna;
- Without prior express written consent from the U.S. Army Corps of Engineers there shall be no grazing or keeping of cattle, sheep, horses or other livestock;
- Without prior express written consent from the U.S. Army Corps of Engineers there shall be no hunting or trapping on the Restricted Property;
- Without prior express written consent from the U.S. Army Corps of Engineers there shall be no new or additional utility lines within the Restricted Property, other than those not limited to: telephone or other communication lines, electrical, gas, water or sewer;
- Without prior express written consent from the U.S. Army Corps of Engineers there shall be no modifications to the hydrology of the Restricted Property, either directly or indirectly, that would allow more water onto, or that would drain water away from, the Restricted Property, unless consistent with the maintenance of the property as a prairie wetland; such prohibitive modifications include, but are not limited to: ditching, changes to any water control structures, repairing of drainage lines, or alterations to any naturally occurring structures.

These land use restrictions and other terms of these deed restrictions and covenants, may be changed, modified or revoked only upon written approval of the U.S. Army Corps of Engineers. To be effective such approval must be witnessed, authenticated, and recorded in full to the file of the State of Illinois.

Except as expressly limited herein, the Grantor reserves the right for himself/herself, his/her heirs and assigns, as owner of Restricted Property, including the right to use the property for all purposes not inconsistent with this grant.

The terms and conditions of these deed restrictions and covenants, shall, as of the date of execution of this document, bind the Grantor to the extent of his legal and equitable interest in Restricted Property; and these deed restrictions and covenants shall run with the land and be binding on the Grantor and his/her heirs and assigns forever.

The terms and conditions of these deed restrictions and covenants shall be both explicitly included in any transfer, conveyance, or incumbrance of Restricted Property and also be included in any instrument of transfer, conveyance, or incumbrance affecting all or any part of Restricted Property shall set forth the terms and conditions of this document.

PUBLIC UTILITY EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE, GRANTING THEM EASEMENT RIGHTS FROM SAID CITY OF ST. CHARLES INCLUDING BUT NOT LIMITED TO AMERTECH AND NORTHERN ILLINOIS GAS COMPANY AND TO THEIR SUCCESSORS AND ASSIGNS, IN UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC UTILITY EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENOVATING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING UNDERGROUND ELECTRICAL, CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK (HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES"). THE RIGHT IS ALSO HEREBY GRANTED TO SAID GRANTEEES TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS OR, WITHOUT LIMITATION, UTILITY INSTALLATIONS IN, ON, UPON OR ACROSS, UNDER OR THROUGH SAID EASEMENTS; IN THE EVENT UTILITY MAINTENANCE IS PERFORMED WITHIN THE UTILITY EASEMENT THE CITY OF ST. CHARLES WILL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEEES SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK, TO BACKFILL AND MOUND SO AS TO RETAIN SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, PAVING, FENCES, SIDEWALKS, CURBING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORSAD USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS.

OPEN AREA EASEMENT
THE OPEN AREA EASEMENT AT THE REAR OF LOTS 76 TO 82 INCLUSIVE, AND 164 TO 166 INCLUSIVE, AS DEPICTED ON THE PLAT OF SUBDIVISION IS HEREBY RESERVED AND GRANTED TO THE CITY OF ST. CHARLES AS INDICATED ON THE PLAT OF SUBDIVISION AS "OPEN AREA EASEMENT" FOR THE PURPOSES OF ACCESS TO AND AROUND ADJACENT AREAS. NO STRUCTURES OF ANY KIND, FENCES, OR LANDSCAPING OF ANY KIND (EXCEPT GRASS) MAY BE PLACED IN SAID EASEMENT. THE GRASSES MAY NOT BE ALTERED SO AS TO DEVIATE FROM THOSE APPROVED ON THE DRAINAGE OVERLAY. ACCESS SHALL NOT BE INHIBITED IN ANY MANNER AND, IF SO INHIBITED, THE CITY SHALL REMOVE SUCH OBSTACLES WITHOUT OBLIGATION FOR RESTORATION.

Tree Conservation Zone Covenant:

The area shown hereon as "Tree Conservation Zone" is hereby subjected to the following restrictive covenant which shall run with the land for the benefit of all lot owners in the instant subdivision: Said "Tree Conservation Zone" shall remain in its natural state, free from any principal and accessory residential structures or other unnatural change by its present or future structures other than natural change by its present or future owners. No present or future owner of a lot of record shall remove living trees or shrubs, or grade, grub, excavate, fill, or construct any structure of any kind on or within the area designated on the attached plat as "Tree Conservation Zone" except as may be approved in writing by the City of St. Charles, Illinois. Each present or future owner of a lot of record shall restore, or cause to be restored, any disturbed natural area within such "tree conservation zone" in accordance with the principles and practices of prudent forestry management which may include, but not be limited to, the pruning, replacement and/or removal of fallen, damaged, diseased, or dead trees and shrubs, all in accordance with plans approved by the City of St. Charles, Illinois. The city shall have the right to enter upon any lot of record to enforce this restrictive covenant and shall have the right, but not the obligation, to enjoy in a court of law any activity on, or use of, the land within the "Tree Conservation Zone" which is inconsistent herewith. The restrictions described herein shall not limit the right of the city or its franchisees to install or maintain any streets or utilities or utility lines such as water, sewer, electric, gas cable television, telephone or other communication facilities in locations approved in writing by the City of St. Charles.

Natural area easement:
All land within the lots adjoining or within 100 feet of the northerly property line (lots 98, 99, and 100) excluding that portion of said lots subject to the Tree Conservation Zone Covenant and excluding that portion of said lots located within 40 feet of a street and excluding lot 153 shall be subject to a "Natural Area Easement". Said natural area easement is hereby granted to the City of St. Charles by (owners) over said lots for the purpose of preserving said premises in its natural state but shall be subject to all existing easements and matters of record and to the following conditions and covenants:
Said easement shall not extend to any area either now or hereafter improved with a permanent structure, sidewalk, patio, or driveway. (Owners) and any future owner agree to and shall restore any natural area disturbed by development of the land by (owners) or any future owner in accordance with the provisions of the "Natural Area Easement" granted herein. (Owners) and any future owner shall not remove living trees and shrubs, grade, grub, excavate, fill or construct any structure of any kind on or within the natural area easement graded herein, except as approved in writing by the City of St. Charles.
The City of St. Charles shall have the right to enter upon said "Natural Area Easement" referenced above to enforce any conditions or covenants contained herein and shall have the right, but not the obligation, to enjoy in a court of law any activity on, or use of, the land referenced above which is inconsistent with the preservation of the natural landscape within the "Natural Area Easement" granted herein. The provisions herein shall be binding upon and inure to the benefit of the parties hereto, and their heirs, transferees, successors and assigns. The restrictions described herein shall not limit the right of the City or its franchisees to install or maintain any streets or utilities or utility lines such as water, sewer, electric, gas, cable television, telephone or other communication facilities in locations approved in writing by the City of St. Charles.

AREA WITHIN TREE CONSERVATION ZONE : 243,808.88 SQ.FT. OR 5.60 ACRES.

TITLE
KINGSWOOD P.U.D.
IN THE CITY OF ST. CHARLES,
KANE COUNTY, ILLINOIS.

DEVELOPERS:
R. RUSSELL BUILDERS R.A. FAGANEL BUILDERS
P.O. BOX 341 1 N 432 LYTHAM CT.
WHEATON, IL 60187 WINFIELD, IL 60190

ENGINEERING RESOURCE ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS

226 WEST WILLOW AVENUE
WHEATON, ILLINOIS 60187
PHONE (708) 866-8866 FAX (708) 866-0966

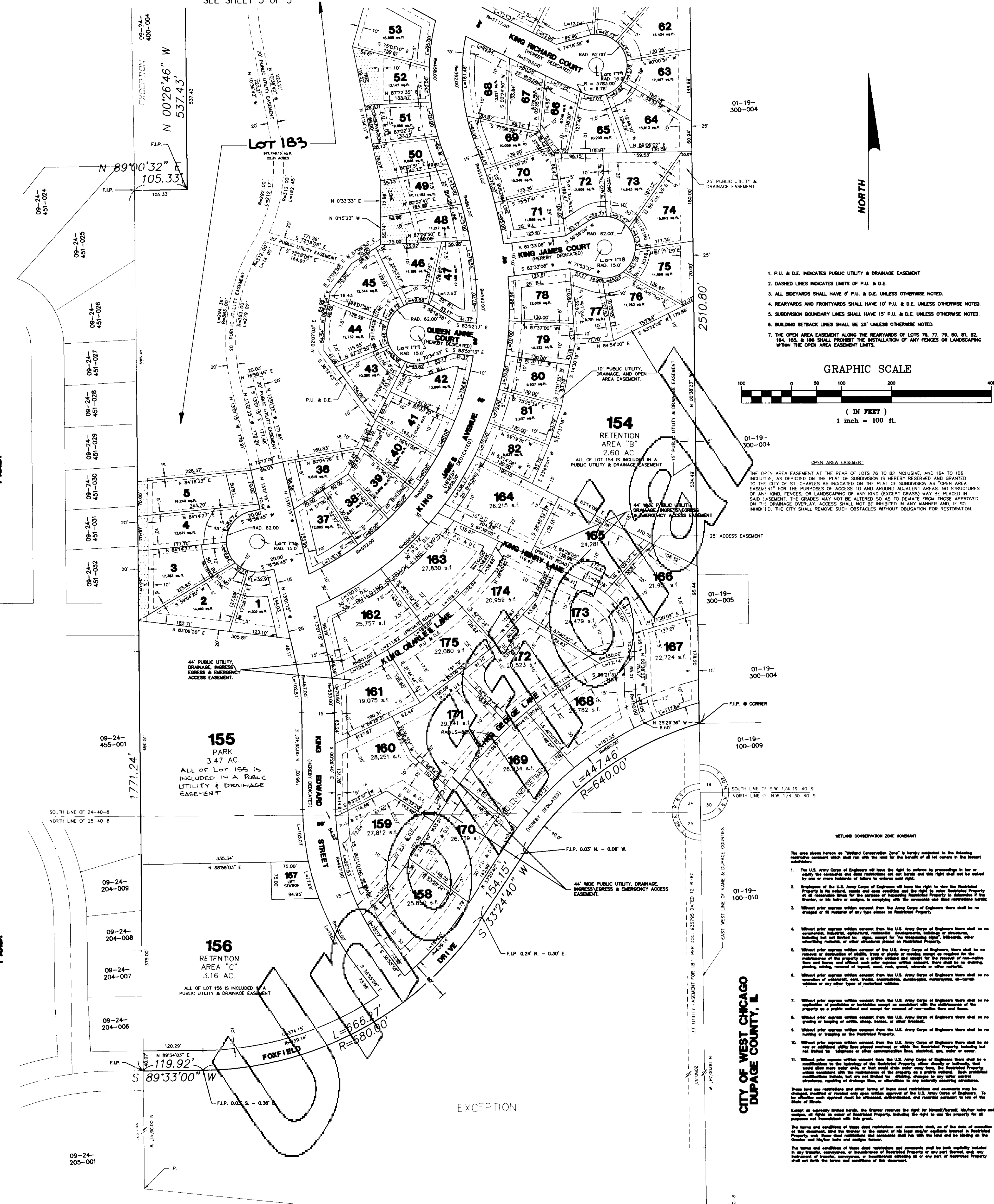
DRAWN BY: E.P.J.
CHECKED BY: J.P.S.
JOB NO.: 967
DATE: 7-28-96
FILE: 01-301-96/0001

1 OF 3

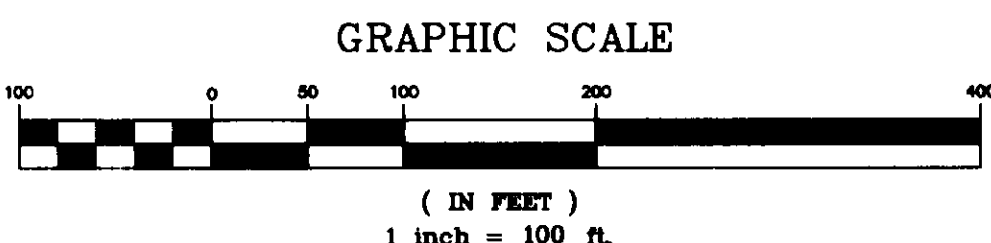
KINGSWOOD P.U.D.

A SUBDIVISION OF PART OF SECTIONS 24 AND 25 IN TOWNSHIP 40 NORTH,
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES,
KANE COUNTY, ILLINOIS.

SEE SHEET 3 OF 3



1. P.U. & D.E. INDICATES PUBLIC UTILITY & DRAINAGE EASEMENT
2. DASHED LINES INDICATE LIMITS OF P.U. & D.E.
3. ALL SIDEYARDS SHALL HAVE 5' P.U. & D.E. UNLESS OTHERWISE NOTED.
4. REARYARDS AND FRONTYARDS SHALL HAVE 10' P.U. & D.E. UNLESS OTHERWISE NOTED.
5. SUBDIVISION BOUNDARY LINES SHALL HAVE 15' P.U. & D.E. UNLESS OTHERWISE NOTED.
6. BUILDING SETBACK LINES SHALL BE 25' UNLESS OTHERWISE NOTED.
7. THE OPEN AREA EASEMENT ALONG THE REARYARDS OF LOTS 76, 77, 78, 80, 81, 82, 164, 165, & 166 SHALL PROHIBIT THE INSTALLATION OF ANY FENCES OR LANDSCAPING WITHIN THE OPEN AREA EASEMENT LIMITS.



OPEN AREA EASEMENT

THE OPEN AREA EASEMENT AT THE REAR OF LOTS 76 TO 82 INCLUSIVE, AND 164 TO 166 INCLUSIVE, AS DESCRIBED ON THE PLAT OF SUBDIVISION IS HEREBY RESERVED AND GRANTED TO THE CITY OF ST. CHARLES AS INDICATED ON THE PLAT OF SUBDIVISION AS "OPEN AREA EASEMENT" FOR THE PURPOSES OF ACCESS TO AND AROUND ADJACENT AREAS, NO STRUCTURES OF ANY KIND, FENCES, OR LANDSCAPING OF ANY KIND (EXCEPT GRASS) MAY BE PLACED IN SAID EASEMENT. THE GRADES MAY NOT BE ALTERED SO AS TO DEVIATE FROM THOSE APPROVED ON THE DRAINAGE OVERLAY. ACCESS SHALL NOT BE INHIBITED IN ANY MANNER AND, IF SO INHIBITED, THE CITY SHALL REMOVE SUCH OBSTACLES WITHOUT OBLIGATION FOR RESTORATION.

WETLAND CONSERVATION ZONE COVENANT

The area shown herein as "Wetland Conservation Zone" is hereby subject to the following restrictive covenant which shall run with the land for the benefit of all owners in the instant subdivision.

1. The U.S. Army Corps of Engineers shall have the right to enforce any provisions in law or regulation that may apply to the construction, reconstruction, maintenance, alteration, or use of any structure, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone.
2. No structure shall be constructed, reconstructed, maintained, altered, or used in the Wetland Conservation Zone in a manner that would result in the destruction, modification, or alteration of the Wetland Conservation Zone, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone.
3. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no change of the use of any portion of the Wetland Conservation Zone.
4. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no construction, reconstruction, maintenance, alteration, or use of any structure, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone.
5. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no construction, reconstruction, maintenance, alteration, or use of any structure, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone.
6. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no construction, reconstruction, maintenance, alteration, or use of any structure, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone.
7. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no construction, reconstruction, maintenance, alteration, or use of any structure, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone.
8. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no construction, reconstruction, maintenance, alteration, or use of any structure, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone.
9. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no construction, reconstruction, maintenance, alteration, or use of any structure, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone.
10. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no construction, reconstruction, maintenance, alteration, or use of any structure, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone.
11. Without prior express written consent from the U.S. Army Corps of Engineers there shall be no construction, reconstruction, maintenance, alteration, or use of any structure, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone.

These land use restrictions and other terms of these land use restrictions and covenants may be changed, modified or repealed by the U.S. Army Corps of Engineers, and the U.S. Army Corps of Engineers shall have the right to enforce any provisions in law or regulation that may apply to the construction, reconstruction, maintenance, alteration, or use of any structure, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone, including but not limited to, any structure, on, over, under, or adjacent to the Wetland Conservation Zone.

The terms and conditions of these land use restrictions and covenants shall be deemed to be a part of the deed conveying the property to the owner of the property, and the owner of the property shall be deemed to have accepted the terms and conditions of these land use restrictions and covenants by accepting the deed conveying the property to the owner of the property.

The terms and conditions of these land use restrictions and covenants shall be deemed to be a part of the deed conveying the property to the owner of the property, and the owner of the property shall be deemed to have accepted the terms and conditions of these land use restrictions and covenants by accepting the deed conveying the property to the owner of the property.

PUBLIC UTILITY EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM SAID CITY OF ST. CHARLES INCLUDING BUT NOT LIMITED TO AMR/ITC AND NORTHERN ILLINOIS GAS COMPANY AND TO THEIR SUCCESSORS AND ASSIGNS, IN UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS SHOWN BY DASHED LINES AND LABELED "PUBLIC UTILITY EASEMENT" ON THE PLAT OF SUBDIVISION HEREIN DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENOVATING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING, AND MAINTAINING UNDERGROUND ELECTRICAL, CABLE, TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BOXES AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK (HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES"). THE RIGHT IS ALSO HEREBY GRANTED TO SAID GRANTEE TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS OR, WITHOUT LIMITATION, UTILITY INSTALLATIONS IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS, IN THE EVENT UTILITY MAINTENANCE IS PERFORMED WITHIN THE UTILITY EASEMENT, THE CITY OF ST. CHARLES WILL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEE SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK TO BACKFILL AND MOUND SO AS TO RETAIN SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, PAVING, FENCES, SIDEWALKS, CURBING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS.

Tree Conservation Zone Covenant

The area shown herein as "Tree Conservation Zone" is hereby subject to the following restrictive covenant which shall run with the land for the benefit of all owners in the instant subdivision. Said "Tree Conservation Zone" shall remain in its natural state, free from any principal and accessory residential structures or other man-made structures by its present or future owners. No present or future owner of a lot of record shall remove living trees or shrubs, or grade, grub, excavate, fill, or construct any structure of any kind on or within the area designated on the attached plat as "Tree Conservation Zone" except as may be approved in writing by the City of St. Charles, Illinois. Each present or future owner of a lot of record shall restore or cause to be restored, any detached natural area within such "Tree Conservation Zone" in accordance with the principles and practices of prudent forestry management which may include, but not be limited to, the pruning, replacement and/or removal of fallen, damaged, diseased, or dead trees and shrubs, as in accordance with plans approved by the City of St. Charles, Illinois. The City shall have the right to enter upon any lot of record to enforce the restrictive covenant and shall have the right, but not the obligation, to enter in a court of law any activity on, or use of, the land within the "Tree Conservation Zone" which is inconsistent herewith. The restrictions described herein shall not limit the right of the City or its franchisees to install or maintain any streets or utilities or safety such as water, sewer, electric, gas, cable television, telephone or other communication facilities in locations approved in writing by the City of St. Charles.

Natural Area Easement

All land within the lots adjoining or within 100 feet of the northern property line (lots 98, 99, and 100) excluding that portion of said lots subject to the Tree Conservation Zone Covenant and including that portion of said lots located within the Natural Area Easement shall be subject to a "Natural Area Easement". Said natural area easement is hereby granted to the City of St. Charles by (owners) over said lots for the purpose of preserving said natural area in its natural state and shall be subject to all existing easements and matters of record and to the following conditions and covenants:

Said easement shall not extend to any area other than that area approved with a permanent structure, driveway, patio, or driveway. (Owners) and any future owner agree to and shall restore any natural area disturbed by development of the land (owners) or any future owner in accordance with plans approved by said City of St. Charles. (Owners) and any future owner shall not remove living trees and shrubs, grade, grub, excavate, fill, or construct any structure of any kind on or within the natural area easement granted herein, except as approved in writing by the City of St. Charles.

The City of St. Charles shall have the right to enter upon said "Natural Area Easement" referenced above to enforce any conditions or covenants contained herein and shall have the right, but not the obligation, to enter in a court of law any activity on, or use of, the land referenced above which is inconsistent with the preservation of the natural landscape within the "Natural Area Easement" granted herein. The provisions hereof shall be binding upon and for the benefit of the parties hereto, and their heirs, transferees, successors and assigns. The restrictions described herein shall not limit the right of the City or its franchisees to install or maintain any streets or utilities or safety lines such as water, sewer, electric, gas, cable television, telephone or other communication facilities in locations approved in writing by the City of St. Charles.

TITLE
KINGSWOOD P.U.D.
IN THE CITY OF ST. CHARLES,
KANE COUNTY, ILLINOIS.

DEVELOPERS:
R. RUSSELL BUILDERS
P.O. BOX 347
WHEATON, IL 60187

R.A. FAGANEL BUILDERS
1 N 432 LYTHAM CT.
WINFIELD, IL 60190

ENGINEERING RESOURCE ASSOCIATES, INC.
REGISTERED PROFESSIONAL ENGINEERS & SURVEYORS

216 WEST WILLOW AVENUE
MERRILLVILLE, ILLINOIS 60457
PHONE (708) 666-0868 FAX (708) 666-0868

DESIGN: K.J.M.
CHECKED: J.P.M.
JOB NO.: 967
DATE: 12-28-95
FILE: C:\96\1878782

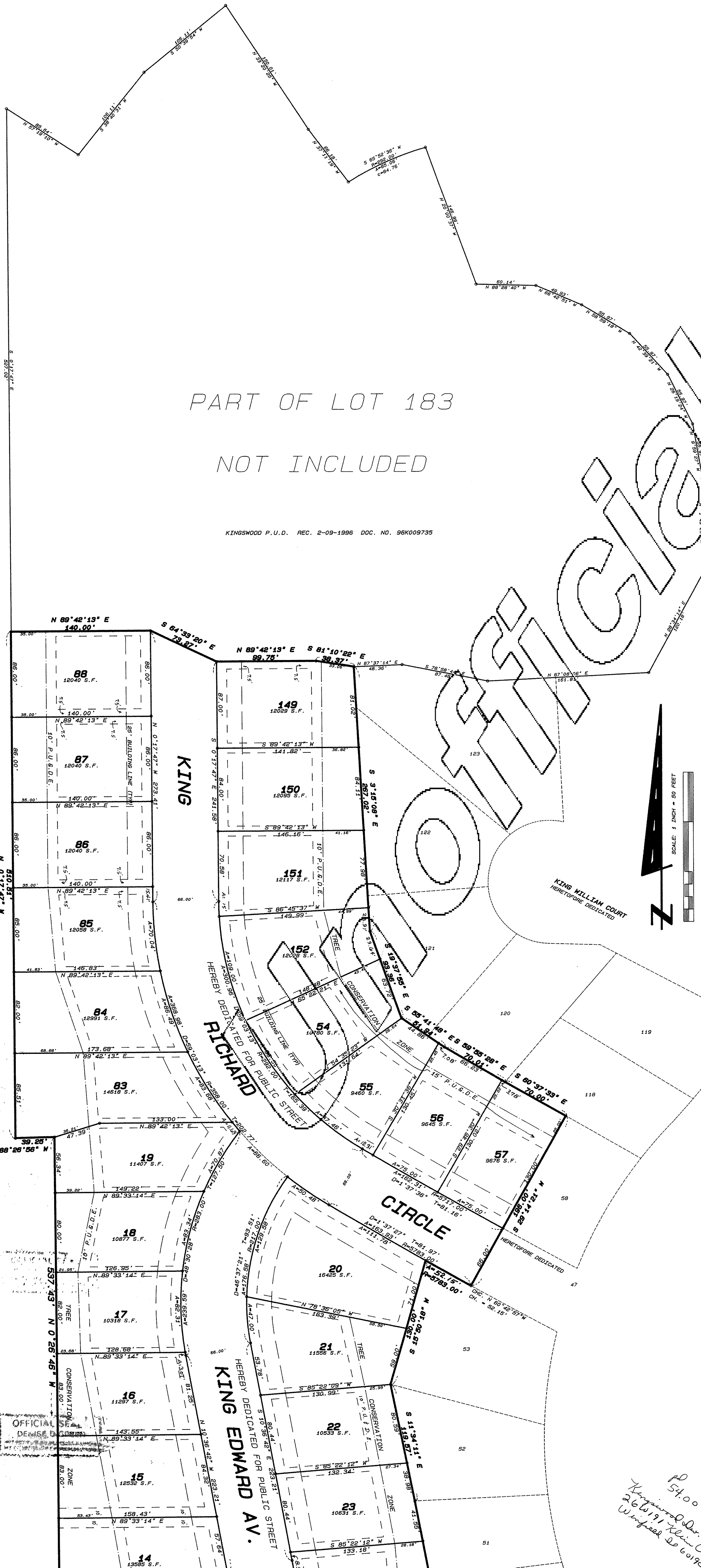
RECEIVED 2-9-96
REVISED 11-30-95
REVISED 10-12-95
REVISED 10-15-95
REVISED 8-18-95

2 OF 3

KINGSWOOD P.U.D. UNIT TWO

BEING A RESUBDIVISION OF ALL OF LOT 5 AND PART OF LOT 183, BOTH IN KINGSWOOD P.U.D., A SUBDIVISION OF PART OF SECTIONS 24 AND 25 IN TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, IN KANE COUNTY, ILLINOIS.

FILED FOR RECORD
 KANE COUNTY, ILL.
 97 AUG 15 PM 12:30
 REC'D
 97K051261
 97K051261



PART OF LOT 183
NOT INCLUDED

KINGSWOOD P.U.D. REC. 2-09-1986 DOC. NO. 96K09735

- NOTES
1. P.U. & D.E. INDICATES PUBLIC UTILITY AND DRAINAGE EASEMENT.
 2. DASHED LINES INDICATES LIMITS OF P.U. & D.E.
 3. ALL SIDEYARDS SHALL HAVE 5' P.U. & D.E. UNLESS OTHERWISE NOTED.
 4. REARYARDS AND FRONTYARDS SHALL HAVE 10' P.U. & D.E. UNLESS OTHERWISE NOTED.
 5. SUBDIVISION BOUNDARY LINES SHALL HAVE 15' P.U. & D.E. UNLESS OTHERWISE NOTED.
 6. BUILDING SETBACK LINES SHALL BE 25' UNLESS OTHERWISE NOTED.

WETLAND CONSERVATION ZONE COVENANT

THE AREA SHOWN HEREON AS "WETLAND CONSERVATION ZONE" IS HEREBY SUBJECTED TO THE FOLLOWING RESTRICTIVE COVENANT WHICH SHALL RUN WITH THE LAND FOR THE BENEFIT OF ALL LOT OWNERS IN THE INSTANT SUBDIVISION:

1. THE U.S. ARMY CORPS OF ENGINEERS WILL HAVE THE RIGHT TO ENFORCE BY PROCEEDINGS IN LAW OR EQUITY THE COVENANTS AND DEED RESTRICTIONS SET OUT HEREIN AND THIS RIGHT SHALL NOT BE WAIVED BY ONE OR MORE INCIDENTS OF FAILURE TO ENFORCE SAID RIGHT.
2. EMPLOYEES OF THE U.S. ARMY CORPS OF ENGINEERS WILL HAVE THE RIGHT TO ENTER THE RESTRICTED PROPERTY IN ITS NATURAL, SCENIC AND OPEN CONDITION AND THE RIGHT TO ENTER RESTRICTED PROPERTY AT ALL REASONABLE TIMES FOR THE PURPOSE OF INSPECTING RESTRICTED PROPERTY TO DETERMINE IF THE GRANTOR, OR HIS HEIRS OR ASSIGNS, IS COMPLYING WITH THE COVENANTS AND DEED RESTRICTIONS HEREIN.
3. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS THERE SHALL BE NO REMOVAL OR DESTRUCTION OF WILDLIFE, TREES OR PLANTS OR MOWING EXCEPT AS REQUIRED FOR THE MAINTENANCE OF THE PROPERTY AS A PRAIRIE WETLAND AND EXCEPT FOR THE REMOVAL OF NON-NATIVE FLORA AND FAUNA; AND WITHOUT SUCH PRIOR EXPRESS WRITTEN CONSENT, THERE SHALL BE NO DRAINING, PLOWING, MINING, REMOVAL OF TOPSOIL, SAND, GRAVEL, ROCK, MINERALS OR OTHER MATERIAL.
4. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS THERE SHALL BE NO OPERATION OF WATERCRAFT, CARS, TRUCKS, SNOWMOBILES, DUNEBUGGIES, MOTORCYCLES ALL-TERRAIN VEHICLES OR ANY OTHER TYPES OF MOTORIZED VEHICLES.
5. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS THERE SHALL BE NO APPLICATION OF PESTICIDES OR HERBICIDES EXCEPT AS CONSISTENT WITH THE MAINTENANCE OF THE PROPERTY AS A PRAIRIE WETLAND AND EXCEPT FOR REMOVAL OF NON-NATIVE FLORA AND FAUNA.
6. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS THERE SHALL BE NO GRAZING OR KEEPING OF CATTLE, SHEEP, HORSES, OR OTHER LIVESTOCK.
7. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS THERE SHALL BE NO HUNTING OR TRAPPING ON THE RESTRICTED PROPERTY.
8. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS THERE SHALL BE NO NEW OR ADDITIONAL UTILITY LINES PLACED OVERHEAD OR WITHIN THE RESTRICTED PROPERTY, INCLUDING BUT NOT LIMITED TO: TELEPHONE OR OTHER COMMUNICATION LINES, ELECTRICAL, GAS, WATER OR SEWER.
9. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS THERE SHALL BE NO MODIFICATIONS TO THE HYDROLOGY OF THE RESTRICTED PROPERTY, EITHER DIRECTLY OR INDIRECTLY, THAT WOULD ALLOW MORE WATER ONTO OR THAT WOULD DRAIN WATER AWAY FROM THE RESTRICTED PROPERTY, UNLESS CONSISTENT WITH THE MAINTENANCE OF THE PROPERTY AS A PRAIRIE WETLAND. SUCH PROHIBITED MODIFICATIONS INCLUDE, BUT ARE NOT LIMITED TO: DITCHING, CHANGES TO ANY WATER CONTROL STRUCTURES, REPAIRING OF DRAINAGE TILES, OR ALTERATIONS TO ANY NATURALLY OCCURRING STRUCTURES.

THESE LAND USE RESTRICTIONS AND OTHER TERMS OF THESE DEED RESTRICTIONS AND COVENANTS MAY BE CHANGED, MODIFIED OR REVOKED ONLY UPON WRITTEN APPROVAL OF THE U.S. ARMY CORPS OF ENGINEERS. TO BE EFFECTIVE SUCH APPROVAL MUST BE WITNESSED, AUTHENTICATED, AND RECORDED PURSUANT TO LAW OF THE STATE OF ILLINOIS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE GRANTOR RESERVES THE RIGHT FOR HIMSELF/HERSELF, HIS/HER HEIRS AND ASSIGNS, ALL RIGHTS AS OWNER OF RESTRICTED PROPERTY, INCLUDING THE RIGHT TO USE THE PROPERTY FOR ALL PURPOSES NOT INCONSISTENT WITH THIS GRANT.

THE TERMS AND CONDITIONS OF THESE DEED RESTRICTIONS AND COVENANTS SHALL, AS OF THE DATE OF EXECUTION OF THIS DOCUMENT, BIND THE GRANTOR TO THE EXTENT OF HIS LEGAL AND/OR EQUITABLE INTEREST IN RESTRICTED PROPERTY, AND THESE DEED RESTRICTIONS AND COVENANTS SHALL RUN WITH THE LAND AND BE BINDING ON THE GRANTOR AND HIS/HER HEIRS AND ASSIGNS FOREVER.

THE TERMS AND CONDITIONS OF THESE DEED RESTRICTIONS AND COVENANTS SHALL BE BOTH EXPLICITLY INCLUDED IN ANY TRANSFER, CONVEYANCE, OR INCUMBRANCE AFFECTING ALL OR ANY PART OF RESTRICTED PROPERTY SHALL SET FORTH THE TERMS AND CONDITIONS OF THIS DOCUMENT.

PUBLIC UTILITY EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTS THE EASEMENT RIGHTS FROM SAID CITY OF ST. CHARLES INCLUDING, BUT NOT LIMITED TO, AMETECH AND NORTHERN ILLINOIS GAS COMPANY AND TO THEIR SUCCESSORS AND ASSIGNS, IN UPON ACCESS, OVER AND UNDER THE AREAS SHOWN ON THESE PLATS AND Labeled "PUBLIC UTILITY EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, REPAIRING, ALTERING, ENLARGING, REMOVING OR MAINTAINING UNDERGROUND, OVERHEAD, HYDRO-PNEUMATIC ELECTRICAL CABLE TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGEWAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, PIPES, CONDUITS, CATCH BASINS, BUFFALO BOXES AND WITHOUT LIMITATION, SUCH OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK (HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES"). THE RIGHT IS ALSO HEREBY GRANTED TO SAID GRANTEE TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS OR WITHIN LIMITATION, UTILITY INSTALLATIONS IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS. IN THE EVENT UTILITY MAINTENANCE IS PERFORMED WITHIN THE UTILITY EASEMENT, THE CITY OF ST. CHARLES WILL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEE SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK, TO BACKFILL AND MOUNT SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, FENCES, FENCES, FENCES, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE APFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS SHALL BE SUBJECT TO THE PRIOR APPROVAL OF SAID CITY OF ST. CHARLES SO AS NOT TO INTERFERE WITH THE GRAVITY FLOW IN SAID SEWER OR SEWERS.

TREE CONSERVATION ZONE COVENANT:

THE AREA SHOWN HEREON AS "TREE CONSERVATION ZONE" IS HEREBY SUBJECTED TO THE FOLLOWING RESTRICTIVE COVENANT WHICH SHALL RUN WITH THE LAND FOR THE BENEFIT OF ALL LOT OWNERS IN THE INSTANT SUBDIVISION: SAID "TREE CONSERVATION ZONE" SHALL REMAIN IN ITS NATURAL STATE, FREE FROM ANY PRINCIPAL AND ACCESSORY RESIDENTIAL STRUCTURES OR OTHER UNNATURAL CHANGE BY ITS PRESENT OR FUTURE STRUCTURES OTHER UNNATURAL CHANGE BY ITS PRESENT OR FUTURE OWNERS. NO PRESENT OR FUTURE OWNER OF A LOT OF RECORD SHALL REMOVE LIVING TREES OR SHRUBS, OR GRADE, GRUB, EXCAVATE, FILL OR CONSTRUCT ANY STRUCTURE OF ANY KIND ON OR WITHIN THE AREA DESIGNATED ON THE ATTACHED PLAT AS "TREE CONSERVATION ZONE" EXCEPT AS MAY BE APPROVED IN WRITINGS BY THE CITY OF ST. CHARLES, ILLINOIS. EACH PRESENT OR FUTURE OWNER OF A LOT OF RECORD SHALL RESTORE, OR CAUSE TO BE RESTORED, ANY DISTURBED NATURAL AREA WITHIN SUCH "TREE CONSERVATION ZONE" IN ACCORDANCE WITH THE PRINCIPLES AND PRACTICES OF PRUDENT FORESTRY MANAGEMENT WHICH MAY INCLUDE, BUT NOT BE LIMITED TO, THE PRUNING, REPLACEMENT AND/OR REMOVAL OF FALLEN, DAMAGED, DISEASED, OR DEAD TREES AND SHRUBS, ALL IN ACCORDANCE WITH PLANS APPROVED BY THE CITY OF ST. CHARLES, ILLINOIS. THE CITY SHALL HAVE THE RIGHT TO ENTER UPON ANY LOT OF RECORD TO ENFORCE THIS RESTRICTIVE COVENANT AND SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENJOIN IN A COURT OF LAW ANY ACTIVITY ON, OR USE OF, THE LAND WITHIN THE "TREE CONSERVATION ZONE" WHICH IS INCONSISTENT HEREWITH. THE RESTRICTIONS DESCRIBED HEREIN SHALL NOT LIMIT THE RIGHT OF THE CITY OR ITS FRANCHISEES TO INSTALL OR MAINTAIN ANY STREETS OR UTILITY LINES SUCH AS WATER, SEWER, ELECTRIC, GAS, CABLE TELEVISION, TELEPHONE OR OTHER COMMUNICATION FACILITIES IN LOCATIONS APPROVED IN WRITING BY THE CITY OF ST. CHARLES.

PREPARED MARCH 21, 1997
 BY
 DUDA SURVEYING
 FRANK J. DUDA, JR.
 PROFESSIONAL ILLINOIS LAND SURVEYOR
 327 VILLAGE DRIVE
 CAROL STREAM, ILLINOIS 60188-1828
 (630) 665-0001
 ORDER NO. 14487

DEVELOPERS:
 R. RUSSELL BUILDERS
 P.O. BOX 347
 WHEATON, ILLINOIS 60187
 AND
 R.A. FAGANEL BUILDERS
 1 N 432 LYTHAM CT.
 WINFIELD, ILLINOIS 60190

54.00
 Kingswood P.U.D. Copy
 266191 Kline Creek Dr
 Winfield IL 60190

KINGSWOOD P.U.D. UNIT TWO

97K054261

FILED FOR RECORD
KANE COUNTY, ILL.
97 AUG 15 PM 12:30
Sandra M. Rainal
RECORDER

BEING A RESUBDIVISION OF ALL OF LOT 5 AND PART OF LOT 183, BOTH IN KINGSWOOD P.U.D., A SUBDIVISION OF PART OF SECTIONS 24 AND 25 IN TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, IN KANE COUNTY, ILLINOIS.

PLAT ENVELOPE #
A-100 A-8

STATE OF ILLINOIS)
) S.S.
COUNTY OF DU PAGE)

I, FRANK J. DUDA JR., AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY, THAT I HAVE SURVEYED AND RESUBDIVIDED, TO THE BEST OF MY ABILITY AND BELIEF, THE PROPERTY DESCRIBED AS ALL OF LOT 5 AND PART OF LOT 183, BOTH IN KINGSWOOD P.U.D., A SUBDIVISION OF PART OF SECTIONS 24 AND 25 IN TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1996 AS DOCUMENT NUMBER 96K009735, AND CERTIFICATE OF CORRECTION RECORDED 1997 AS DOCUMENT NUMBER 97K0000001 BOUNDED BY THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE N 0°26'41" W ALONG THE WEST LINE OF SAID LOT 5 AND THE WEST LINE OF LOT 183, AFORESAID, A DISTANCE OF 655.41 FEET TO A NORTHWEST CORNER OF SAID LOT 183; THENCE EASTERLY, NORTHERLY AND WESTERLY ALONG THE WESTERLY LINE OF SAID LOT 183, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) N 89°00'32" E, 105.33 FEET; THENCE (2) N 0°26'46" W, 537.43 FEET; THENCE (3) S 88°26'56" W, 39.25 FEET; THENCE (4) N 0°17'47" W, 510.51 FEET TO A POINT; THENCE N 89°42'13" E, A DISTANCE OF 140.00 FEET; THENCE S 64°33'20" E, A DISTANCE OF 73.27 FEET; THENCE N 89°42'13" E, A DISTANCE OF 99.75 FEET; THENCE S 81°10'22" E, A DISTANCE OF 38.37 FEET TO A CORNER OF SAID LOT 183, SAID CORNER BEING ALSO THE NORTHWEST CORNER OF LOT 183 IN KINGSWOOD P.U.D., AFORESAID; THENCE SOUTHERLY, WESTERLY AND SOUTHERLY AGAIN ALONG THE EASTERLY LINE OF SAID LOT 183, THE FOLLOWING TWENTY-ONE (21) COURSES, CURVE AND DISTANCES: (1) S 3°15'08" E, 257.02 FEET; THENCE (2) S 19°37'55" E, 93.36 FEET; THENCE (3) S 55°41'48" E, 51.94 FEET; THENCE (4) S 59°55'28" E, 70.01 FEET; THENCE (5) S 60°37'33" E, 70.00 FEET; THENCE (6) S 29°14'21" W, 196.00 FEET; THENCE (7) NORTHWESTERLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 5783.00 FEET, THE CHORD THEREOF HAVING A BEARING OF N 60°42'57" W AND A LENGTH OF 52.15 FEET, AN ARC-DISTANCE OF 52.15 FEET; THENCE (8) S 15°50'18" W, 130.00 FEET; THENCE (9) S 11°34'11" E, 119.57 FEET; THENCE (10) S 10°51'39" E, 80.00 FEET; THENCE (11) S 12°54'50" E, 76.08 FEET; THENCE (12) S 0°33'33" W, 72.98 FEET; THENCE (13) S 0°15'23" E, 55.74 FEET; THENCE (14) S 57°09'50" W, 70.00 FEET; THENCE (15) S 37°09'50" W, 70.00 FEET; THENCE (16) S 9°54'04" W, 64.93 FEET; THENCE (17) S 2°07'03" W, 54.54 FEET; THENCE (18) S 36°12'43" E, 175.12 FEET; THENCE (19) S 37°09'28" W, 51.55 FEET; THENCE (20) S 80°04'26" W, 160.84 FEET; THENCE (21) S 79°13'13" W, 66.05 FEET TO THE NORTHEAST CORNER OF LOT 5, AFORESAID; THENCE S 13°01'15" E ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 74.63 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5, THENCE S 84°14'27" W ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 243.70 FEET TO THE PLACE OF BEGINNING, CONTAINING 15.0989 ACRES, IN KANE COUNTY, ILLINOIS.

THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY AND RESUBDIVISION. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 62 DEGREES FAHRENHEIT. A 3/4" X 24" IRON PIPE IS PLACED AT EACH LOT CORNER, P.C., P.T. OR ANGLE POINT UNLESS OTHERWISE SHOWN.

I DO HEREBY FURTHER CERTIFY THAT THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE LIMITS OF THE CITY OF ST. CHARLES, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AND THAT ACCORDING TO A FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 170896 0040 A, EFFECTIVE DATE: MARCH, 1982, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NO PART OF THE ABOVE DESCRIBED PROPERTY LIES WITHIN A FLOOD PLAIN OR SPECIAL FLOOD HAZARD AREA, AND THAT ALL REGULATIONS ENACTED BY THE CITY COUNCIL OF SAID CITY OF ST. CHARLES RELATIVE TO PLATS AND SUBDIVISIONS, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

GIVEN UNDER MY HAND AND SEAL IN CAROL STREAM, ILLINOIS, THIS 21 ST. DAY OF MARCH, A. D. 1997.

Frank J. Duda Jr.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2124

DUDA SURVEYING
327 VILLAGE DRIVE
CAROL STREAM, ILLINOIS 60188-1828
(630) 665-0001
ORDER NO. 14487

STATE OF ILLINOIS)
) S.S.
COUNTY OF KANE)

Lorraine P. Iowa COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE PROPERTY INCLUDED IN THE HEREON DRAWN PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND THE SEAL OF THE COUNTY COURT AT GENEVA, ILLINOIS.

THIS 15 DAY OF August A. D. 1997.

Lorraine P. Iowa
COUNTY CLERK

STATE OF ILLINOIS)
) S. S.
COUNTY OF KANE)

APPROVED BY THE PLAN COMMISSION OF THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

THIS 8TH DAY OF July A. D. 1997.

BY: John H. Weasel CHAIRMAN

ATTEST: Kimberly Malay RECORDING SECRETARY

STATE OF ILLINOIS)
) S. S.
COUNTY OF KANE)

APPROVED AND ACCEPTED THIS 21ST DAY OF July A.D. 1997.
CITY COUNCIL OF ST. CHARLES, ILLINOIS.

Susan L. Klinkhammer
MAYOR

ATTEST CITY CLERK: Robert C. Iowa

STATE OF ILLINOIS)
) S. S.
COUNTY OF KANE)

I, LARRY MACKLOND COLLECTOR FOR THE CITY OF ST. CHARLES, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST ANY OF THE PROPERTY INCLUDED IN THE ANNEXED PLAT.

CITY OF ST. CHARLES, ILLINOIS, August 12 A. D. 1997.

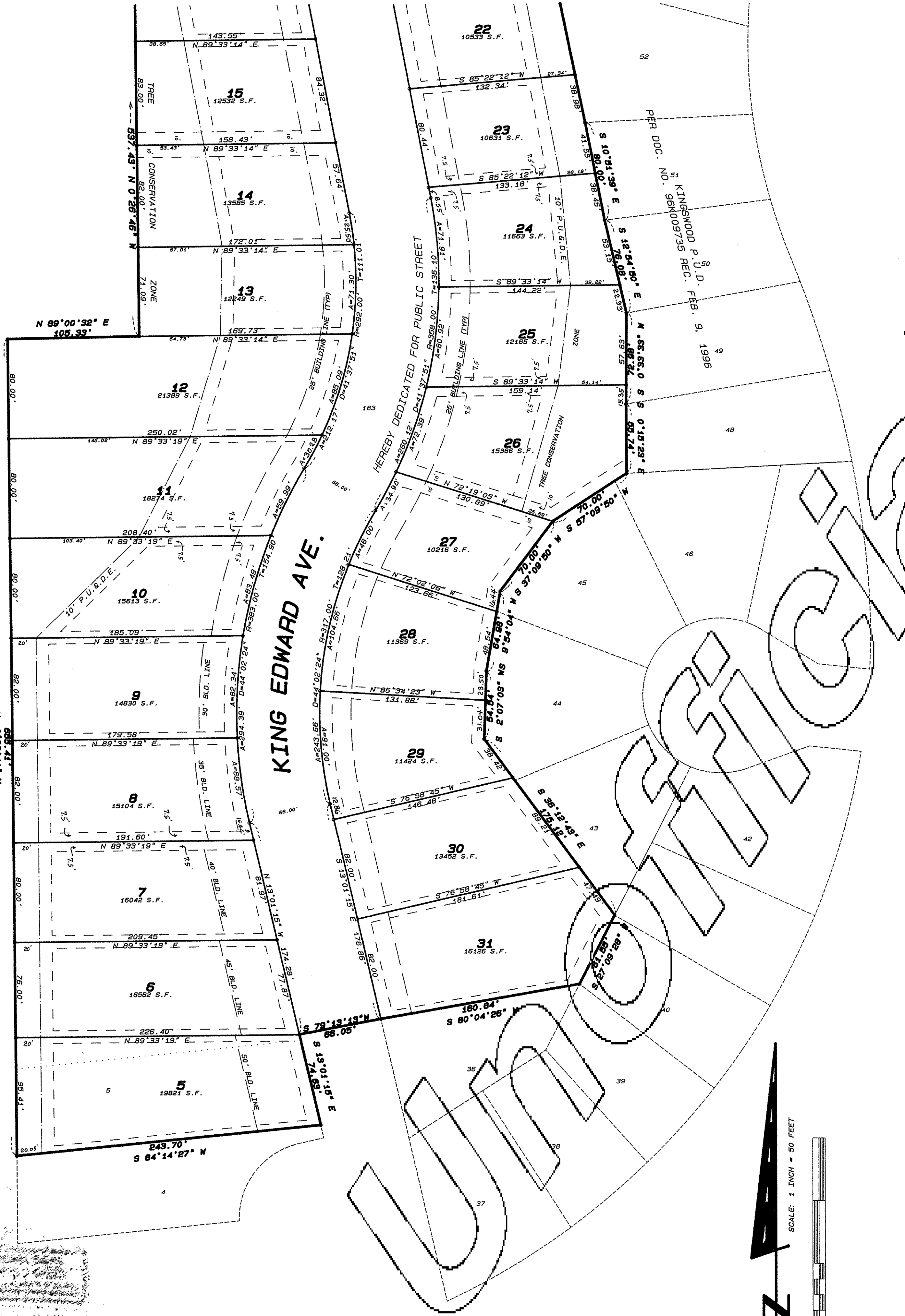
Larry Macklond
COLLECTOR OF SPECIAL ASSESSMENTS

STATE OF ILLINOIS)
) S.S.
COUNTY OF KANE)

I, MARK W. KOENEN DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED, OR THE REQUIRED GUARANTEE BOND HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS.

DATED THIS 14TH DAY OF AUGUST A.D. 1997.

Mark W. Koenen
DIRECTOR OF PUBLIC WORKS



STATE OF ILLINOIS)
) S.S.
COUNTY OF DU PAGE)

KINGSWOOD DEVELOPMENT CORPORATION, AN ILLINOIS CORPORATION, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON, AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE SURVEYED, RESUBDIVIDED AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

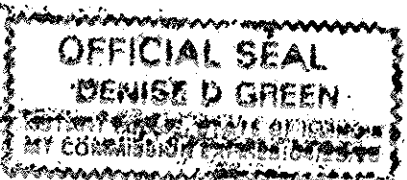
WINFIELD, ILLINOIS, August 16 A. D. 1997.
KINGSWOOD DEVELOPMENT CORPORATION
BY: Donald J. Russell Jr. PRESIDENT
ATTEST: Donald J. Russell Jr. SECRETARY

STATE OF ILLINOIS)
) S.S.
COUNTY OF DU PAGE)

I, Denise D. Green A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID DO HEREBY CERTIFY THAT Ronald L. Russell Jr. PRESIDENT OF KINGSWOOD DEVELOPMENT CORPORATION AND Donald J. Russell Jr. SECRETARY OF SAID CORPORATION, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH PRESIDENT AND SECRETARY, RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION FOR THE PURPOSES THEREIN SET FORTH, AND THAT THE SAID SECRETARY DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION, DID AFFIX THE SAID SEAL TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 6TH DAY OF August A.D. 1997.

Denise D. Green
NOTARY PUBLIC



UNDERLYING PIN NUMBERS FOR KINGSWOOD P.U.D.

- 09-24-200-006
- 09-25-200-022
- 09-24-400-018

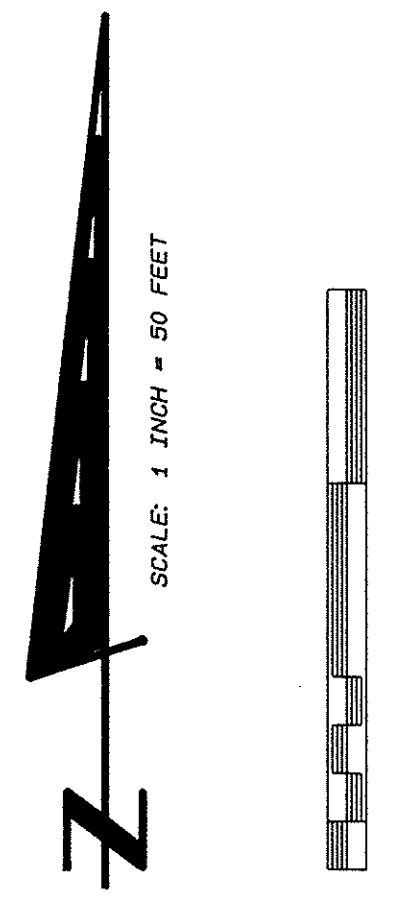
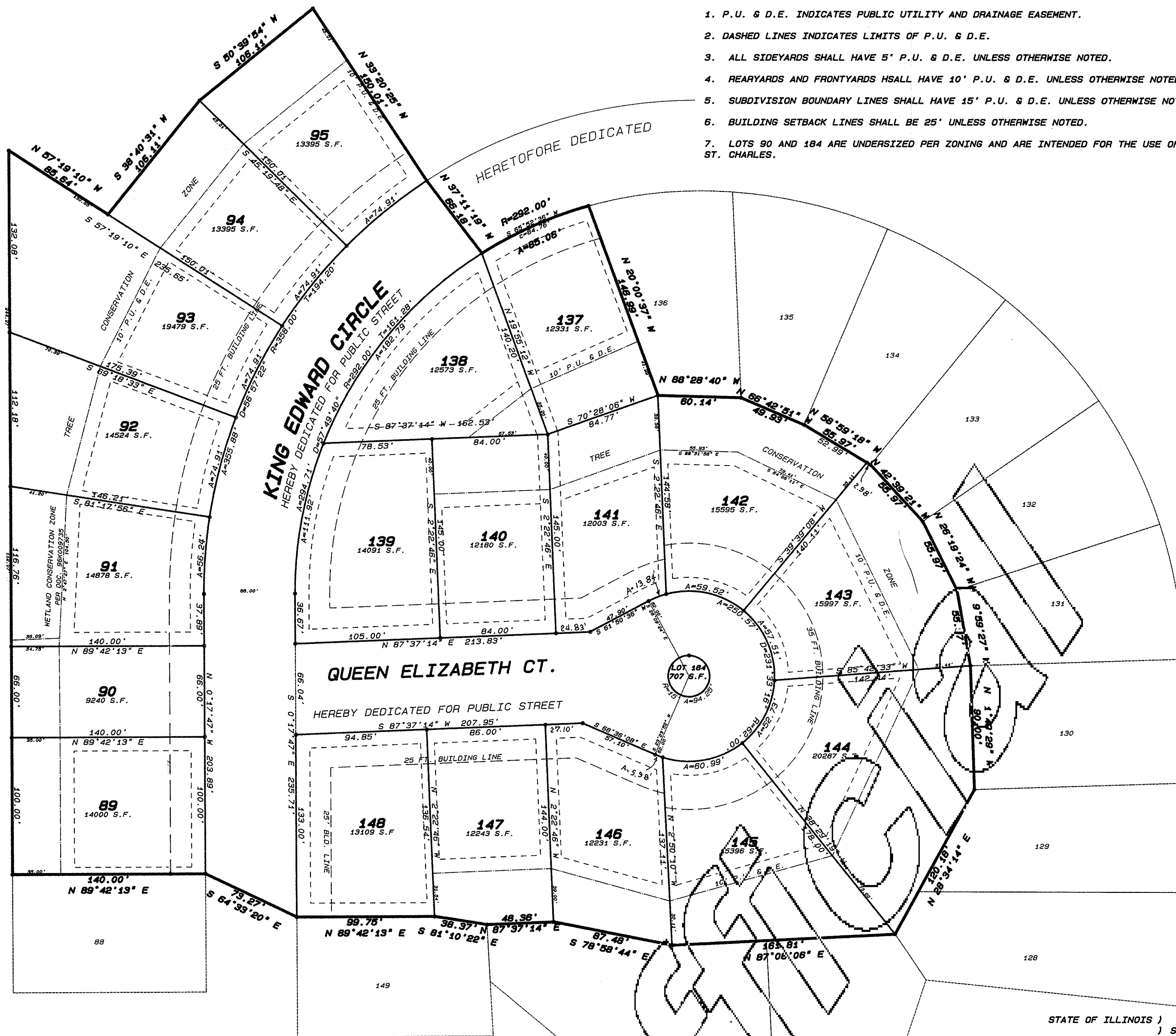
KINGSWOOD P.U.D. UNIT THREE

BEING A RESUBDIVISION OF PART OF LOT 183 IN KINGSWOOD P.U.D., A SUBDIVISION OF PART OF SECTIONS 24 AND 25 IN TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, IN KANE COUNTY, ILLINOIS.

NOTES

1. P.U. & D.E. INDICATES PUBLIC UTILITY AND DRAINAGE EASEMENT.
2. DASHED LINES INDICATES LIMITS OF P.U. & D.E.
3. ALL SIDEYARDS SHALL HAVE 5' P.U. & D.E. UNLESS OTHERWISE NOTED.
4. REARYARDS AND FRONTYARDS SHALL HAVE 10' P.U. & D.E. UNLESS OTHERWISE NOTED.
5. SUBDIVISION BOUNDARY LINES SHALL HAVE 15' P.U. & D.E. UNLESS OTHERWISE NOTED.
6. BUILDING SETBACK LINES SHALL BE 25' UNLESS OTHERWISE NOTED.
7. LOTS 90 AND 184 ARE UNDERSIZED PER ZONING AND ARE INTENDED FOR THE USE OF THE CITY OF ST. CHARLES.

97K054262
 FILED FOR RECORD
 KANE COUNTY, ILL.
 97 AUG 15 PM 12:45
 REC'D



DEVELOPERS:
 R. RUSSELL BUILDERS
 P.O. BOX 347
 WHEATON, ILLINOIS 60187
 AND
 R.A. FAGANEL BUILDERS
 1 N 432 LYTHAM CT.
 WINFIELD, ILLINOIS 60190

UNDERLYING PIN NUMBERS
 FOR
 KINGSWOOD P.U.D.
 09-24-200-006
 09-25-200-022
 09-24-400-018

STATE OF ILLINOIS)
) S.S.
 COUNTY OF DU PAGE)

KINGSWOOD DEVELOPMENT CORPORATION, AN ILLINOIS CORPORATION, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON, AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE SURVEYED, RESUBDIVIDED AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

WINFIELD, ILLINOIS August 14, A. D. 1997.

BY: [Signature] PRESIDENT
[Signature] SECRETARY

STATE OF ILLINOIS)
) S.S.
 COUNTY OF DU PAGE)

I, Devise D. Green, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID DO HEREBY CERTIFY THAT Ronald L. Russell, Jr. PRESIDENT OF KINGSWOOD DEVELOPMENT CORPORATION AND Ronald L. Russell, Jr. SECRETARY OF SAID CORPORATION, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH PRESIDENT AND SECRETARY, RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION FOR THE PURPOSES THEREIN SET FORTH, AND THAT THE SAID SECRETARY DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION, DID AFFIX THE SAID SEAL TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 6th DAY OF August, A.D. 1997.

OFFICIAL SEAL: Devise D. Green NOTARY PUBLIC

STATE OF ILLINOIS)
) S.S.
 COUNTY OF KANE)

APPROVED BY THE PLAN COMMISSION OF THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS, THIS 8th DAY OF July, A.D. 1997.

BY: John H. Wessel CHAIRMAN

ATTEST: Kimberly Malay RECORDING SECRETARY

STATE OF ILLINOIS)
) S.S.
 COUNTY OF KANE)

APPROVED AND ACCEPTED THIS 21st DAY OF July, A.D. 1997.

CITY COUNCIL OF ST. CHARLES, ILLINOIS

Susan L. Reinheimer MAYOR
[Signature] ATTEST CITY CLERK

STATE OF ILLINOIS)
) S.S.
 COUNTY OF KANE)

I, LARRY MAHOLLAND COLLECTOR FOR THE CITY OF ST. CHARLES, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENT THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST ANY OF THE PROPERTY INCLUDED IN THE ANNEXED PLAT.

CITY OF ST. CHARLES, ILLINOIS
 August 14, A.D. 1997

[Signature] COLLECTOR OF SPECIAL ASSESSMENTS

THE AREA SHOWN HEREON AS "METLAND CONSERVATION ZONE" IS HEREBY SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANT WHICH SHALL RUN WITH THE LAND FOR THE BENEFIT OF ALL LOT OWNERS IN THE INSTANT SUBDIVISION:

1. THE U.S. ARMY CORPS OF ENGINEERS WILL HAVE THE RIGHT TO ENFORCE BY PROCEEDINGS IN LAW OR EQUITY THE COVENANTS AND DEED RESTRICTIONS SET OUT HEREIN AND THEIR RIGHT SHALL NOT BE WAIVED BY ONE OR MORE INCIDENTS OF FAILURE TO ENFORCE SAID RIGHT.
2. EMPLOYEES OF THE U.S. ARMY CORPS OF ENGINEERS SHALL HAVE THE RIGHT TO VIEW THE RESTRICTED PROPERTY IN ITS NATURAL, SCENIC AND OPEN CONDITION AND THE RIGHT TO ENTER RESTRICTED PROPERTY AT ALL REASONABLE TIMES FOR THE PURPOSE OF INSPECTING RESTRICTED PROPERTY TO DETERMINE IF THE GRANTOR, OR HIS HEIRS OR ASSIGNS, IS COMPLYING WITH THE COVENANTS AND DEED RESTRICTIONS HEREIN.
3. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE ARMY CORPS OF ENGINEERS THERE SHALL BE NO DREDGED OR FILL MATERIAL OF ANY TYPE PLACED ON RESTRICTED PROPERTY.
4. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS THERE SHALL BE NO COMMERCIAL, INDUSTRIAL, AGRICULTURAL, RESIDENTIAL DEVELOPMENTS, BUILDINGS OR STRUCTURES, INCLUDING BUT NOT LIMITED TO: SIGNS, EXCEPT FOR "NO PASSING SIGNS", BILLBOARDS, OTHER ADVERTISING MATERIAL, OR OTHER STRUCTURES PLACED ON RESTRICTED PROPERTY.
5. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS, THERE SHALL BE NO REMOVAL OR DESTRUCTION OF WILDLIFE, TREES OR PLANTS OR MOVING EXCEPT AS REQUIRED FOR THE MAINTENANCE OF THE PROPERTY AS A PRAIRIE WETLAND AND EXCEPT FOR THE REMOVAL OF NON-NATIVE FLORA AND FAUNA, AND WITHOUT SUCH PRIOR EXPRESS WRITTEN CONSENT, THERE SHALL BE NO DRAINING, PLOWING, MINING, REMOVAL OF TOPSOIL, SAND, GRAVEL, ROCK, CONCRETES OR OTHER MATERIALS.
6. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS THERE SHALL BE NO OPERATION OF WATERCRAFT, CARS, TRUCKS, SNOWMOBILES, DUNEBUGGIES, MOTORCYCLES ALL-TERRAIN VEHICLES OR ANY OTHER TYPES OF MOTORIZED VEHICLES.
7. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS THERE SHALL BE NO APPLICATION OF PESTICIDES OR HERBICIDES EXCEPT AS CONSISTENT WITH THE MAINTENANCE OF THE PROPERTY AS A PRAIRIE WETLAND AND EXCEPT FOR REMOVAL OF NON-NATIVE FLORA AND FAUNA.
8. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS THERE SHALL BE NO GRAZING OR KEEPING OF CATTLE, SHEEP, HORSES, OR OTHER LIVESTOCK.
9. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS THERE SHALL BE NO HUNTING OR TRAPPING ON THE RESTRICTED PROPERTY.
10. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS THERE SHALL BE NO NEW OR ADDITIONAL UTILITY LINES PLACED OVERHEAD OR WITHIN THE RESTRICTED PROPERTY, INCLUDING BUT NOT LIMITED TO: TELEPHONE OR OTHER COMMUNICATION LINES, ELECTRICAL, GAS, WATER OR SEWER.
11. WITHOUT PRIOR EXPRESS WRITTEN CONSENT FROM THE U.S. ARMY CORPS OF ENGINEERS THERE SHALL BE NO MODIFICATIONS TO THE PROPERTY OF THE RESTRICTED PROPERTY, EITHER DIRECTLY OR INDIRECTLY, THAT WOULD ALLOW MORE WATER ONTO OR THAT WOULD DRAIN AWAY FROM THE RESTRICTED PROPERTY UNLESS CONSISTENT WITH THE MAINTENANCE OF THE PROPERTY AS A PRAIRIE WETLAND. SUCH PROHIBITED MODIFICATIONS INCLUDE, BUT ARE NOT LIMITED TO: DITCHING, CHANNELS TO ANY WATER CONTROL STRUCTURES, REPAIRING OF DRAINAGE TILES, OR ALTERATIONS TO ANY NATURALLY OCCURRING STRUCTURES.

THESE RESTRICTIONS AND OTHER TERMS OF THESE DEED RESTRICTIONS AND COVENANTS MAY BE CHANGED, MODIFIED OR REVOKED ONLY BY WRITTEN APPROVAL OF THE U.S. ARMY CORPS OF ENGINEERS. TO BE EFFECTIVE SUCH APPROVAL MUST BE WITNESSED, AUTHENTICATED, AND RECORDED PURSUANT TO LAW OF THE STATE OF ILLINOIS.

EXCEPT AS EXPRESSLY LIMITED HEREIN, THE GRANTOR RESERVES THE RIGHT FOR HIMSELF/HERSELF, HIS/HER HEIRS AND ASSIGNS, ALL RIGHTS AS OWNER OF RESTRICTED PROPERTY, INCLUDING THE RIGHT TO USE THE PROPERTY FOR ALL PURPOSES NOT INCONSISTENT WITH THIS GRANT.

THE TERMS AND CONDITIONS OF THESE DEED RESTRICTIONS AND COVENANTS SHALL, AS OF THE DATE OF EXECUTION OF THIS DOCUMENT, BE THE GRANTOR TO THE EXTENT OF HIS LEGAL AND/OR EQUITABLE INTEREST IN RESTRICTED PROPERTY, AND THESE DEED RESTRICTIONS AND COVENANTS SHALL RUN WITH THE LAND AND BE BINDING ON THE GRANTOR AND HIS/HER HEIRS AND ASSIGNS FOREVER.

THE TERMS AND CONDITIONS OF THESE DEED RESTRICTIONS AND COVENANTS SHALL BE BOTH EXPLICITLY INCLUDED IN ANY TRANSFER, CONVEYANCE, OR INCUMBRANCE OF RESTRICTED PROPERTY OR ANY PART THEREOF AND; ANY INSTRUMENT OF TRANSFER, CONVEYANCE, OR INCUMBRANCE AFFECTING ALL OR ANY PART OF RESTRICTED PROPERTY SHALL SET FORTH THE TERMS AND CONDITIONS OF THIS DOCUMENT.

PUBLIC UTILITY EASEMENT PROVISIONS

A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF ST. CHARLES AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM SAID CITY OF ST. CHARLES INCLUDING BUT NOT LIMITED TO AMERITON AND COMMUNITY ENERGY SERVICES COMPANY AND TO THE CITY OF ST. CHARLES, ILLINOIS, TO BE EFFECTIVE SUCH EASEMENT RIGHTS SHALL BE DASHED LINES AND LABELED "PUBLIC UTILITY EASEMENT" ON THE PLAT OF SUBDIVISION HEREON DRAWN FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, ALTERING, ENLARGING, REPAIRING, CLEANING, AND MAINTAINING UNDERGROUND ELECTRICAL, TELEVISION, COMMUNICATION, GAS, TELEPHONE OR OTHER UTILITY LINES OR APPURTENANCES, SANITARY AND STORM SEWERS, DRAINAGE WAYS, STORM WATER DETENTION AND RETENTION, WATER MAINS AND ANY AND ALL MANHOLES, HYDRANTS, PIPES, CONNECTIONS, CATCH BASINS, BUFFALO BORES AND WITHOUT LIMITATION, OTHER INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREIN FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO MAKE ANY OR ALL OF THE ABOVE WORK HEREIN COLLECTIVELY REFERRED TO AS "GRANTEES". THE RIGHT IS ALSO HEREBY GRANTED TO SAID GRANTEE TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS OR, WITHOUT LIMITATION, UTILITY INSTALLATIONS IN, ON, UPON OR ACROSS, UNDER, OR THROUGH SAID EASEMENTS. IN THE EVENT UTILITY MAINTENANCE IS PERFORMED WITHIN THE UTILITY EASEMENT, THE CITY OF ST. CHARLES WILL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION INCLUDING, BUT NOT LIMITED TO, THE RESTORATION, REPAIR, OR REPLACEMENT OF ANY LANDSCAPING PROVIDED, HOWEVER, THE GRANTEE SHALL BE OBLIGATED FOLLOWING ANY SUCH WORK, TO BACKFILL AND MOUNT SO AS TO RETAIN SUITABLE DRAINAGE, REMOVE DEBRIS, AND LEAVE THE AREA IN GENERALLY CLEAN AND WORKMANLIKE CONDITION. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, PAVING, FENCES, SIDEWALKS, GRASS, OR OTHER PURPOSES THAT DO NOT INTERFERE WITH THE AFORESAID USES AND RIGHTS. WHERE AN EASEMENT IS USED FOR STORM OR SANITARY SEWERS, OTHER UTILITY INSTALLATIONS, THE RESTRICTIONS DESCRIBED HEREIN SHALL NOT LIMIT THE RIGHT OF THE CITY OR ITS FRANCHISEES TO INSTALL OR MAINTAIN ANY STREETS OR UTILITY LINES SUCH AS WATER, SEWER, ELECTRIC, GAS, CABLE TELEVISION, TELEPHONE OR OTHER COMMUNICATION FACILITIES IN LOCATIONS APPROVED IN WRITING BY THE CITY OF ST. CHARLES.

STATE OF ILLINOIS)
) S.S.
 COUNTY OF KANE)

I, MARK W KOENEN DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED, OR THE REQUIRED GUARANTEE BOND HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS.

DATED THIS 14th DAY OF August, A.D. 1997.

[Signature] DIRECTOR OF PUBLIC WORKS

I, FRANK J. DUDA JR., AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND RESUBDIVIDED, TO THE BEST OF MY ABILITY AND BELIEF, THAT PART OF LOT 183, IN KINGSWOOD P.U.D., A SUBDIVISION OF PART OF SECTIONS 24 AND 25 IN TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ST. CHARLES, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1996 AS DOCUMENT NUMBER 96K009735, AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 27, 1997 AS DOCUMENT NUMBER 97K0000184. BOUNDED BY THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 IN SAID KINGSWOOD P.U.D.; THENCE N 0°26'41" W ALONG THE WEST LINE OF SAID LOT 5 AND THE WEST LINE OF LOT 183, AFORESAID, A DISTANCE OF 655.41 FEET TO A NORTHWEST CORNER OF SAID LOT 183; THENCE EASTERLY, NORTHERLY AND WESTERLY ALONG THE WESTERLY LINE OF SAID LOT 183, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) N 89°00'32" E, 105.33 FEET; THENCE (2) N 0°26'46" W, 537.43 FEET; THENCE (3) S 88°26'56" W, 39.25 FEET; THENCE (4) N 0°17'47" W, 510.51 FEET TO THE POINT OF BEGINNING; THENCE N 89°42'13" E, A DISTANCE OF 140.00 FEET; THENCE S 64°33'20" E, A DISTANCE OF 79.27 FEET; THENCE N 89°42'13" E, A DISTANCE OF 99.75 FEET; THENCE (2) S 81°10'22" E, A DISTANCE OF 38.37 FEET TO A CORNER OF SAID LOT 183, SAID CORNER BEING ALSO THE NORTHWEST CORNER OF LOT 123 IN KINGSWOOD P.U.D., AFORESAID; THENCE EASTERLY, NORTHERLY, WESTERLY AND SOUTHERLY ALONG THE SOUTHERLY, EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID LOT 183, THE FOLLOWING NINETEEN (19) COURSES, CURVE AND DISTANCES: (1) N 87°37'14" E, 48.36 FEET; THENCE (2) S 78°58'44" E, 87.48 FEET; THENCE (3) N 87°08'05" E, 161.81 FEET; THENCE (4) N 28°34'14" E, 120.18 FEET; THENCE (5) N 1°49'29" W, 90.00 FEET; THENCE (6) N 9°59'27" W, 55.97 FEET; THENCE (7) N 26°19'24" W, 55.97 FEET; THENCE (8) N 42°39'21" W, 55.97 FEET; THENCE (9) N 58°59'18" W, 55.97 FEET; THENCE (10) N 66°42'51" W, 49.93 FEET; THENCE (11) N 88°28'40" W, 106.11 FEET; THENCE (12) N 20°00'37" W, 148.99 FEET; THENCE (13) SOUTHWESTERLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 292.00 FEET, THE CHORD THEREOF HAVING A BEARING OF S 65°52'36" W AND A LENGTH OF 84.76 FEET, AN ARC-DISTANCE OF 85.06 FEET; THENCE (14) N 37°11'19" W, 66.18 FEET; THENCE (15) N 39°20'25" W, 190.01 FEET; THENCE (16) S 50°39'54" W, 106.11 FEET; THENCE (17) S 38°40'31" W, 106.11 FEET; THENCE (18) N 57°19'10" W, 85.64 FEET; THENCE (19) S 0°17'47" E, 527.02 FEET TO THE POINT OF BEGINNING, CONTAINING 7.5832 ACRES, IN KANE COUNTY, ILLINOIS.

THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY AND RESUBDIVISION. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 62 DEGREES FAHRENHEIT. A 3/4" X 2" IRON PIPE IS PLACED AT EACH LOT CORNER, P.C., P.T. OR ANGLE POINT UNLESS OTHERWISE SHOWN.

I DO HEREBY FURTHER CERTIFY THAT THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE LIMITS OF THE CITY OF ST. CHARLES, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AND THAT ACCORDING TO A FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 170898 0040 A, EFFECTIVE DATE: MARCH, 1982, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NO PART OF THE ABOVE DESCRIBED PROPERTY LIES WITHIN A FLOOD PLAIN OR SPECIAL FLOOD HAZARD AREA, AND THAT ALL REGULATIONS ENACTED BY THE CITY COUNCIL OF SAID CITY OF ST. CHARLES RELATIVE TO PLATS AND SUBDIVISIONS, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

GIVEN UNDER MY HAND AND SEAL IN CAROL STREAM, ILLINOIS, THIS 21st DAY OF MARCH, A. D. 1997.

Frank J. Duda Jr.
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2124

DUDA SURVEYING
 327 VILLAGE DRIVE
 CAROL STREAM, ILLINOIS 60188-1828
 (630) 665-0001
 ORDER NO. 14487

STATE OF ILLINOIS)
) S.S.
 COUNTY OF KANE)

I, Lorraine P. Sava, COUNTY CLERK OF KANE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE PROPERTY INCLUDED IN THE HEREON DRAWN PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND THE SEAL OF THE COUNTY COURT AT GENEA, ILLINOIS,

THIS 15 DAY OF August, A. D. 1997.

Lorraine P. Sava
 COUNTY CLERK

pal 53.00
 Kingwood P.U.D. Unit Three
 26 W 191st
 Winfield IL 60190