

**PROTECTIVE COVENANTS OF  
CONWAY FARM SUBDIVISION  
AND ALL ADDITIONS THERETO**

KNOW ALL MEN BY THESE PRESENTS:

That COMMERCE BANK, Trustee of McLean County Land Trust LDB-91, being the owner, prospective purchaser and developer of the proposed CONWAY FARM SUBDIVISION, a legal description of which is contained in Clause I, and being desirous of subjecting that property to the restrictions, covenants, reservations and charges set forth in this instrument, hereby declares that the property described in Clause I shall hereafter be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges provided herein.

CLAUSE I

The real property which is and shall be subject to these covenants is legally described as follows:

SEE EXHIBIT A

said property hereinafter being identified as "the property" or "the subdivision" for the purposes of this instrument. The property shall become subject to these covenants as it is acquired by owner.

## CLAUSE II

The real property described in Clause I is hereby made subject to the following conditions, restrictions, covenants, reservations and charges, to-wit:

### A. For all the Property Described on Exhibit A

1. Street Site Line Obstruction. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.
2. Surface Water. No obstruction, diversion or change in the natural flow of surface water along property lines shall be made by any lot owner or agent thereof in such manner as to cause damage or to interfere with any other property.
3. Subsurface Drainage. Easements for the maintenance of existing subsurface drainage facilities are hereby established, such easements to be ten (10) feet in width and centered upon such field tiles as currently exist and are located within said subdivision. Within said drainage easements, no structure, plantings, or other improvement shall be placed or permitted to remain which may damage, obstruct or interfere with said field tiles; provided however, that any such drainage easement and field tile may be relocated on any said lot by the owner thereof in order to accommodate any development and improvement on said lot, as long as the relocated field tile and drainage easement shall continue to provide such drainage as is equivalent to any such drainage which may have existed prior to the relocation of the field tile and the drainage easement.

4. Water Supply. No individual water well shall be installed or maintained on any lot inasmuch as municipal water supply service is available to the site. A private well shall be allowed within Outlot B of Conway Farm Subdivision Phase I for the sole purpose of providing a supplemental water supply for the lake within Outlot A of Conway Farm Subdivision Phase I. The well shall comply with all Village and State regulations

5. Sewerage System. No individual on-site sewage disposal system shall be installed or maintained on any lot inasmuch as a public sewerage system is available to serve the site.

6. Term. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then lot owners of the lots has been recorded agreeing to change said covenants in whole or in part, except as provided for under Clause II A 7 herein (Release of Covenants).

7. Release of Covenants. The majority of the owners of legal title of record of the lots in the subdivision and the future development lots to be added thereto shall have the authority at any time to release all or from time to time any part of the Protective Covenants, reservations, liens or charges herein set forth applicable to such lots and upon recording of such waiver or release in the Recorder's Office of Champaign County, Illinois, such covenant, condition, lien or change shall no longer be required under the provisions herein set forth. Covenants shall not be altered or released without the written approval of the Board of Trustees of the Village of Mahomet, Illinois.

8. Common Areas. The Association shall own, operate and maintain all "common areas" including any outlots, the lake, the park and any storm water detention basins and appurtenances.

B. For Single Family Detached Areas In Areas Legally Described on Exhibit B

1. Each house must be centered on the lot except where developer approves otherwise.
  2. The foundation and footings on the house must be below ground. A brick faced ledge is required to cover poured walls on outside.
  3. Exterior fireplaces and chimneys of all fireplaces must be faced with brick or stone.
  4. All houses or structures must be set back a minimum of thirty (30) feet from the front line and a minimum of eight (8) feet from each side lot line.
  5. All roofs on houses and structures must have a pitch of six/twelve or more.
  6. No vertical aluminum siding shall be used on any structure.
  7. No pressed wood siding shall be used on the exterior of any house or structure.
  8. All houses shall have a minimum of four hundred (400) square feet of brick or stone on the exterior.
  9. All houses shall have the following minimum square footage of living space, excluding attics and basements:
    - a. Ranch style 2,300 square feet
    - b. Two-story style 2,700 square feet
    - c. Tri-level style 2,400 square feet
    - d. Cape cod style 1,700 square feet on main floor
- The square footage requirements of ranch, two-story and tri-level styles may be reduced up to a maximum of two hundred (200) square feet if the house has an exterior of not less than fifty percent (50%) brick, and not less than a three-car garage.
10. All houses must be completed within eight months of the issuance of a building permit.

11. All lot owners must begin construction within twelve months from the date of closing on the lot purchase.
12. Foundation elevations must be within six inches of city requirements unless otherwise approved by Village.
13. All contractors who are to build houses for lot owners must be approved by the developer prior to the start of construction and no contractor shall be allowed to build without such approval.
14. The developer reserves the right to approve all house construction plans prior to the commencement of construction. A lot owner intending to construct a home shall submit to developer two detailed sets of blueprints, returning one set of blueprints to the lot owner or proposed builder, with the other copy being retained by developer.
15. Each house must be improved with not less than a two car nor more than a four-car attached garage. The minimum size of any two car garage shall be twenty two (22) feet by twenty two (22) feet and each garage shall have a paved driveway from the street to the garage. All driveways must be paved before occupancy, except where weather prevents paving and then only with the approval of developer.
16. No black tar based insulated sheathing of 1/8" hardboard sheathing shall be allowed.
17. Furnaces shall have an efficiency rating of 90% or better.
18. Air conditioners shall have a S.E.E.R. rating of 12.00 or better.
19. Lots that have frontage on the lake may use water from the lake for lawn sprinkling, fountains or Geothermal energy.
20. No livestock nor pets shall be allowed other than domestic pets such as dogs, cats, birds, and fish. Pets shall not be allowed to roam beyond the boundaries on the lot in such manner as to become nuisances or interfere with other homeowners. Homeowners with dogs as pets shall not allow dogs outside the house if they

bark. Dogs may not use any area other than owners lot as a bathroom.

21. No travel trailers, recreational-type vehicles, mobile homes, boats, boat trailers, motorbikes, trail bikes, snowmobiles, lawn care equipment or like vehicles or items shall be kept on the lot or anywhere in the subdivision and its additions except within enclosed garages.

22. All lawns shall be sodded (front) and sodded or seeded (side and rear) by lot owner prior to occupancy or as soon thereafter as weather permits, and be well-maintained and grass shall be kept mowed to a height of six inches or less.

23. No dirt shall be removed from any lot or from the subdivision or any addition thereto without developer's approval, nor shall any dirt be dumped anywhere within the subdivision or additions without developer's approval.

24. All the lot owners shall maintain their yards so as to keep them clean, free of debris, free of weeds, crabgrass and dandelions.

25. New lumber shall be used in the construction of any house. No prefabricated or enclosed panelized construction shall be allowed, except as may be approved by developer.

26. All houses constructed on lots shall have basements or slabs. No houses will be constructed on crawl spaces.

27. No outbuildings of any kind shall be allowed on any lot, except for gazebos and such other decorative structures as develop may, in its discretion, approve.

28. No footing tile or downspouts shall be connected to the sanitary sewer system.

29. Not more than one sign advertising a lot or house for sale shall be placed on any lot. Only "selling" broker's sign shall be allowed on a lot advertising that a lot or house has been sold. Any such signs advertising that a lot or house has been sold shall not be allowed to remain on a lot for more than fourteen

days. When a purchase agreement or contract for sale of real estate has been signed by a lot or house owner, the selling broker shall have the right to place its "sold" sign on the lot and the "listing" broker's sign shall be removed.

C. For Single Family Attached Areas in Areas Legally Described on Exhibit C - Caro Court PUD/Conway Crossing Area

1. Each living unit shall be attached to one or more living units by a common or party wall.
2. The footings of the unit must be below ground - the foundation may be exposed.
3. Exterior fireplaces and chimneys of all fireplaces must be faced with brick or stone.
4. No vertical aluminum siding shall be used.
5. All units shall have the following minimum square footage of living space, excluding attics and basements:

a) Ranch style	1,350 square feet
b) Two story style	1,750 square feet
6. Each unit must be improved with not less than a two-car nor more than a four-car attached garage. The minimum size of any two-car garage shall be twenty-two (22) feet by twenty-two (22) feet and each garage shall have a paved driveway from the street to the garage. All driveways must be paved before occupancy, except where weather prevents paving and then only with the approval of developer.
7. This single family attached area shall be subject to the Caro Court PUD/Conway Crossings Supplemental Covenants recorded as Document No. 2004R16169 on May 27, 2004.

D. Restriction On All Residentially Zoned Property as Legally Described on Exhibits B and C

1. No outbuildings, above-ground swimming pools, clotheslines or poles, TV reception dishes over two feet in diameter, chain link or wooden fences shall be allowed, nor shall any fence be over six feet in height. All fences shall be approved by developer before erection.
2. Playground equipment, firewood and TV dishes must be screened from all abutting lots. All lots must be mowed and maintained to less than 8" in height until house construction begins.
3. Each lot owner must plant a minimum of twelve trees on Single Family Detached lots and six trees on Single Family Attached lots within 120 days of occupancy of any house constructed on a lot. One-half the required trees shall be evergreen type, at least four feet tall when planted, and one-half shall be at least two inches in diameter deciduous type trees, one-half of each shall be planted in the front yard and rear yard. All trees must be regularly trimmed and maintained in an attractive manner. All yards must, at a minimum, be sodded in front and side yards.
4. All Village sidewalks shall be developed by the builder on the lots in accordance with Village of Mahomet requirements.

E. Restrictions on Commercially Zoned Property as Legally Described on Exhibit D

1. The developer reserves the right to approve all construction and site plans prior to the commencement of construction. An owner intending to construct on any commercially zoned lot shall submit to developer two detailed sets of site and building plans, returning one set of the plans to the lot owner or proposed builder, with the other copy being retained by developer.

F. Developer's Obligation

Developer shall create a Conway Farm Subdivision Property Owners Association at developer's cost. Each lot owner will automatically become a member of the Association



upon the closing of its lot purchase. Each member of the Association shall make any annual payment toward the costs and expenses of the Association, once set up by developer, and the Association shall make an effort to hold the annual contribution to not more than \$150.00 per year per family. Developer agrees to develop a park within the subdivision and to manage the park until it has been developed to the developer's satisfaction, at which time the park shall be turned over to the Association free of any and all debt. The lake located in the subdivision shall be a part of the park and will be included in the land turned over to the Property Owners Association by developer. The lake (storm water detention basin), the park and any outlots shall be maintained by the Association. All or any portion of the fees paid by Association members may be used by developer for improvements to the park, as well as maintenance thereof. Developer will establish rules and regulations for the use of the park, including the use of the lake, and these rules and regulations shall remain in effect after said areas are turned over to the Property Owners Association. Until such time as developer and owner have sold all lots in the subdivision or any additions thereto, no changes in rules and regulations pertaining to the park or lake shall be changed, amended or added without the approval of the developer.

G. Property Owners Association

1. DEFINITIONS. The following words and terms, when used in this clause, have the following meanings:

(a) "Association" shall mean and refer to Conway Farm Property Owners Association (CFPOA), which may be incorporated as an Illinois not for profit corporation.

(b) The "Properties" shall mean and refer to the property described in these covenants, and any other property that may become subject to these covenants.

(c) "Common Properties" shall mean and refer to the lake (storm water detention basin), the park, the outlots, and any property, buildings and facilities otherwise acquired by the Association by purchase gift, lease or otherwise, to be devoted to the common use and enjoyment of the owners of the properties.

(d) "Limited Common Properties" shall mean common properties determined by the protective covenants or action by the developer or Association to benefit fewer than all the lots in the development.

(e) "Lot" shall mean and refer to any improved or unimproved plot of land shown upon any recorded final subdivision plat of the properties, with the exception of common properties as heretofore defined.

(f) "Member" shall mean every person with an ownership interest in a lot.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to any lot situated upon the properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(h) "Ownership interest in a lot" shall mean the interest held by any joint owner, tenant in common, joint tenant, co-owner of an undivided interest in a lot, or other person who, in connection with other persons, constitutes an owner, and those with contractual rights in a lot acquired through an Agreement for Deed - Deed in Escrow or comparable escrowed conveyance arrangement.

## 2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

(a) Membership. Every person with an ownership interest in a lot which is a part of the Properties automatically and without further action, shall be a Member of the Association.

(b) Voting Rights. Members of the Association shall be entitled to vote in person or by proxy as follows: for each lot held in fee simple: one vote. When more than one person holds the fee simple title to any lot, such as under tenants by the entirety, joint tenants or tenants in common, the vote for such lot shall be exercised as the co-owners among themselves determine.

(c) By-Laws. The Association shall have and possess all powers necessary to carry out the responsibilities of the Association set forth in this Declaration and shall operate through an elected Board of Managers/Directors pursuant to these Covenants and By-laws adopted by the Board.

3. PROPERTY RIGHTS IN THE COMMON PROPERTIES.

(a) Member's Easement of Enjoyment. Subject to the provisions of this Declaration and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Properties as such easement shall be appurtenant to and shall pass with the title to every Lot or interest therein.

(b) Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed initial improvements thereon and until such time as, in the judgment of the Developer, the Association is able to maintain the same. The Developer, however, notwithstanding any provision herein, hereby covenants for itself, its successors and assigns, that it shall convey to the Association the Common Properties designated on any recorded final subdivision plat not later than the date on which ten (10) lots shall be in ownership other than the Developer's.

(c) Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(1) The right of the Association to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, or for any period during which any infraction of its rules and regulations continues, or as punishment for prior infractions, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member or Member's obligation to pay the assessment and be bound by the Association's rules and Regulations; and

(2) The right of the Association to charge admission and other fees for the use of the Common Properties and/or any facilities therein; and

(3) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipal, county, State, Federal or other public or quasi-public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association, provided that no such dedication or transfer of all or substantially all of the common elements shall become effective unless such dedication, transfer and determination as to purpose and conditions thereof shall be authorized by the vote in person or by proxy of two thirds of the votes cast at a duly called meeting. A true copy of such resolution, together with a certificate of the result of the vote taken thereon shall be made and acknowledged by the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties, prior to the recording thereof in the Office of the Champaign County Recorder of Deeds. Such certificate shall be conclusive evidence of authorization by the membership.

(d) The use of and responsibility for Limited Common Properties may be limited to lots benefitted.

#### 4. COVENANT FOR COMMON MAINTENANCE AND CAPITAL ASSESSMENTS.

(a) Creation of the Lien and Personal Obligation of Assessments. By acquiring an ownership interest in any lot in the Properties, each purchaser or grantee and his, her or its heirs, executors, administrators, successors and assigns agree to pay to the Association: (1) Annual Assessments; and (2) Special Assessments. Each such person shall be deemed to have consented to make such payments and to have agreed to all the terms and provisions of this Declaration, whether or not a mention of such a provision was included in the contract, deed or other instrument by which he, she or it acquired title. The annual and special assessments of the association, together with such interest thereon

and costs of collection thereof, as hereinafter provided, shall be a charge and shall constitute a continuing lien upon the land, lot and living unit against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or persons or entity who held such ownership interest at the time when the assessment fell due. In the case of co-ownership of a lot, all of such co-owners of the lot shall be jointly and severally liable.

(b) Purpose of Assessments.

(1) The Annual Assessments levied by the Association shall be used to promote the health, safety, pleasure and welfare of the owners of lots; to pay costs and expenses incident to the operation of the Association, including without limitation, the maintenance and repair of the lake and other facilities located on the land and other common properties, to provide services furnished by the Association, such as lawn care and snow removal on the common areas and to pay for the repair and replacement of improvements on the Common Properties, to pay all taxes and insurance premiums on or for the Common Properties, and all other costs and expenses incidental to the operation and administration of the Association and its facilities.

(2) The Special Assessments shall be used to pay the cost of capital improvements or extraordinary maintenance, repair or replacement on or of the Common Areas and all expenses incidental thereto.

(c) Budget Preparation.

(1) The Association's Role:

a. Annually, the Managers/Directors of the Association shall prepare a budget showing the proposed receipts and expenditures for the next fiscal year. The budget shall include:

(1) The annual assessment of the Association by lot,

(2) Any special assessments of the Association by lot - including any assessments for Limited Common Properties,

(3) Annual assessments are due on January 15 of each year, payable in advance. Partial years shall be prorated on a quarterly basis.

b. The annual budget shall be prepared and distributed to owner of each lot not less than 30 days prior to the date of its adoption.

c. The Association Board shall give at least 10, but not more than 30, days written notice of any Association Board meeting at which the proposed annual budget is to be adopted, increased, or new assessment established.

d. Annually, after the close of the Association's fiscal year, the Association Board shall supply the owner of each lot an itemized accounting of the preceding year's receipts and disbursements, showing a tabulation of the amounts collected by account, excess or deficit in each account, and the amount of reserves on hand by account.

(d) List of Assessments, Notice of Assessment, Certificate as to Payment. The Board of Directors of the Association with respect to the Association, shall cause to be prepared, at least thirty (30) days in advance of the due date of each assessment, a list of the properties and all assessments applicable thereto, in alphabetical order, according to the names of the Owners thereof, which list shall be kept in the office of the Association and shall be open to inspection, upon request, by any owner of a lot or owner of an interest therein.

The Association shall, upon the request of any owner liable for an assessment or of the mortgagee of the Owner's premises, furnish to such Owner or mortgagee a certificate in writing, signed by an officer of the Association, setting forth whether or not such

assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

(e) Effect of Non-Payment of Assessment. If the assessments are not paid promptly on the due date thereof, then such assessment shall become delinquent automatically and shall, together with interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the property against which it is levied, which lien shall bind such property in the hands of the then owner, his, her or its heirs, executors, devisees, personal representatives, successors and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his, her, their or its personal obligation and shall not be a personal obligation of his, her, their or its successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment, together with interest thereon at the rate of twenty percent (20%) per annum may be enforced and collected by the Association with respect to Association charges and by each subsidiary owner association, or association on their behalf, with respect to the charges of any subsidiary owners association, by the institution of an action at law against the owner or owners personally obligated to pay the same, or by an action to foreclose the lien against the property, and there shall be added to the amount of such assessment and interest, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include, in addition to the assessment, interest, court costs and attorney's fees.

(f) Exempt Property. The following property subject to these covenants shall be exempt from the assessments, charge, and lien created herein: (a) all Common Properties as defined in Clause II, paragraph G 1(c) hereof, and (b) all properties owned by the Developer or other builders prior to the issuance of a Certificate of Occupancy.

10. Developer may from time to time amend the Protective Covenants for the unsold lots if, in his opinion, it is for the good of the sold or unsold lots,

except any such amendment shall be with prior written approval of the Board of Trustees of the Village of Mahomet.

CLAUSE III

All of the foregoing restrictions, reservations and covenants shall run with the land and shall be binding upon all subsequent owners and all restrictions, reservations and covenants shall be enforceable by each and every lot owner by appropriate legal action in courts of law or equity.

In the event that developer, homeowners association or any lot owner must resort to a court of law to enforce any of the foregoing restrictions, reservation or covenants, the lot owner or owners who have violated the same shall be liable and legally responsible for all court costs and reasonable attorney's fees incurred in the enforcement of the same. Any such court actions may be brought to restrain violations, to require corrections or modifications, or to recover damages.

CLAUSE IV

The undersigned does hereby certify and covenant that he is the owner and developer of all the property affected by this document and that he is authorized to execute the same.

IN WITNESS WHEREOF, the undersigned has executed this document for the uses and purposes herein set forth this 8 day of August, 20024

COMMERCE BANK, Trustee of McLean  
County Land Trust LDB-91

BY: Mary Mrent

Its: Patricia Morgan - Trust Officer

ATTEST:  
B. Bloch  
Its Vice President





\* 2007R15045 3 \*

2007R15045

RECORDED ON

06/14/2007 10:32:43AM

CHAMPAIGN COUNTY

RECORDER

BARBARA A. FRASCA

REC FEE: 25.00

RHSPS Fee: 10.00

REV FEE:

PAGES 3

PLAT ACT: 0

PLAT PAGE:

3

AMENDMENT TO COVENANTS OF CONWAY FARM SUBDIVISION  
AND ALL ADDITIONS THERETO  
SPECIFICALLY PERTAINING TO CONWAY FARM PHASE II

KNOW ALL MEN BY THESE PRESENTS:

COMMERCE BANK, Trustee of McLean County Land Trust LDB-91 as Owner/Developer pursuant to Clause II, Paragraph 10 of the Restrictive Covenants of Conway Farm Subdivision And All Additions Thereto, as recorded by Document Number 2004-R-25559 as previously amended, hereby further amends those Covenants as follows:

A. By making the following property subject to Clause II C, paragraphs 1 through 6: Lots 204 through 243 in Conway Farm Phase II, final plat recorded the 14 day of JUNE, 2007 as Document Number 2007R15045; ~~lots 253 through 295 in Conway Farm Phase II, final plat recorded the \_\_\_ day of \_\_\_\_\_, 2007 as Document Number \_\_\_\_\_~~ <sup>JB 6-N-07</sup>

Except as provided herein, the Protective Covenants of Conway Farm Subdivision And All Additions Thereto as previously amended shall be and remain in full force and effect.

The undersigned hereby certifies and covenants that it is the Owner and Developer of all the property affected by this document and that it is authorized to execute the same.

IN WITNESS WHEREOF, the undersigned has executed this document for the uses and purposes set forth herein this 17 day of April, 2007.

COMMERCE BANK, TRUSTEE OF McLEAN COUNTY LAND TRUST LDB-91,

BY: [Signature]

ATTEST:  
Mary Brent  
Notary Public

CORPORATE TRUSTEE NOTARY

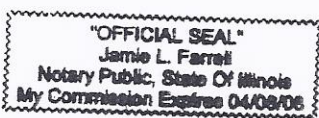
STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF McLEAN )

I, THE UNDERSIGNED, a Notary Public in and for said County and State aforesaid, do hereby certify that John Deftner, personally known to me to be the VP of **COMMERCE BANK** (Trustee) and Mary Brent personally known to me to be the PM of Trustee whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as said VP and PM of Trustee, they signed and caused the seal of said Trustee to be affixed thereto, (if the Trustee uses a corporate seal) pursuant to authority given by the Board of Directors of Trustee and as their free and voluntary act and as the free and voluntary act and deed of Trustee for on behalf of the Trust for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of April, 2007.

Jamie L. Farrell  
Notary Public

My commission expires:



EXCULPATION CLAUSE

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

This Instrument Prepared By:  
Frank Miles  
Hayes, Hammer, Miles & Cox, LLP  
202 North Center Street  
Bloomington, IL 61701  
Telephone: 309-828-7331

Return to:  
Frank Miles  
Hayes, Hammer, Miles & Cox, LLP  
202 North Center Street  
Bloomington, IL 61701

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438

439

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CONWAY FARM SUBDIVISION  
COMMERCIAL DEVELOPMENT  
DOC. NO. 2004R37513

15' WIDE TRACT IN  
POSSESSION HEREBY  
TO BE PUBLIC FOR  
PURPOSE UTILITY EA

PATTON DRIVE (60' R.O.W.)

CHURCHILL ROAD (70' R.O.W. & VARIES)

3

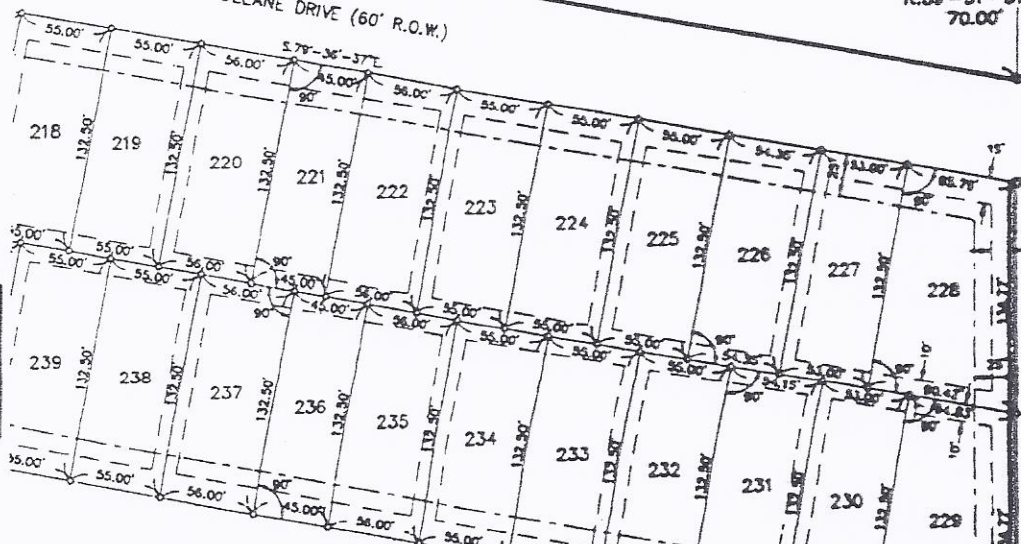
BRIDLE BROOK SUBDIVISION  
DOC. NO. 2006R12735

S.79°-36'-37"E. 810.08'

N.89°-51'-31"E.  
70.00'

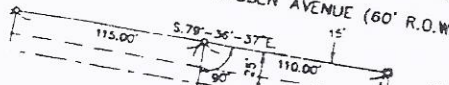
DELANE DRIVE (60' R.O.W.)

SEE SHEET 2



KASSEN AVENUE (60' R.O.W.)

CHURCHILL ROAD (70' R.O.W.)



10' WIDE TRACT IN OWNER'S  
POSSESSION HEREBY  
DEDICATED  
TO THE PUBLIC FOR GENERAL  
PURPOSE UTILITY EASEMENT

NOT SUBDIVIDED

15' WIDE TRACT IN  
POSSESSION HEREBY  
TO BE PUBLIC FOR  
PURPOSE UTILITY EASEMENT

BRIDLE BROOK SUBDIVISION  
DOC. NO. 2006R12735

SCALE: 1" = 50'

LEGEND

- BOUNDARY OF SUBDIVISION
- - - UTILITY EASEMENT FROM LOT LINE
- - - BUILDING SETBACK
- 5/8" IRON ROD
- 5/8" IRON ROD
- 5/8" IRON ROD
- 5/8" IRON ROD
- 5" NO VEHICLE ACCESS

SUBDIVISION BOUNDARY

CURVE #1

Δ = 120°-56'-57"

R = 70.00'

L = 147.83'

T = 123.72'

C = 121.85'

CB = N 70°-53'-35"E

CURVE #2

Δ = 18°-06'-44"

R = 220.00'

L = 69.55'

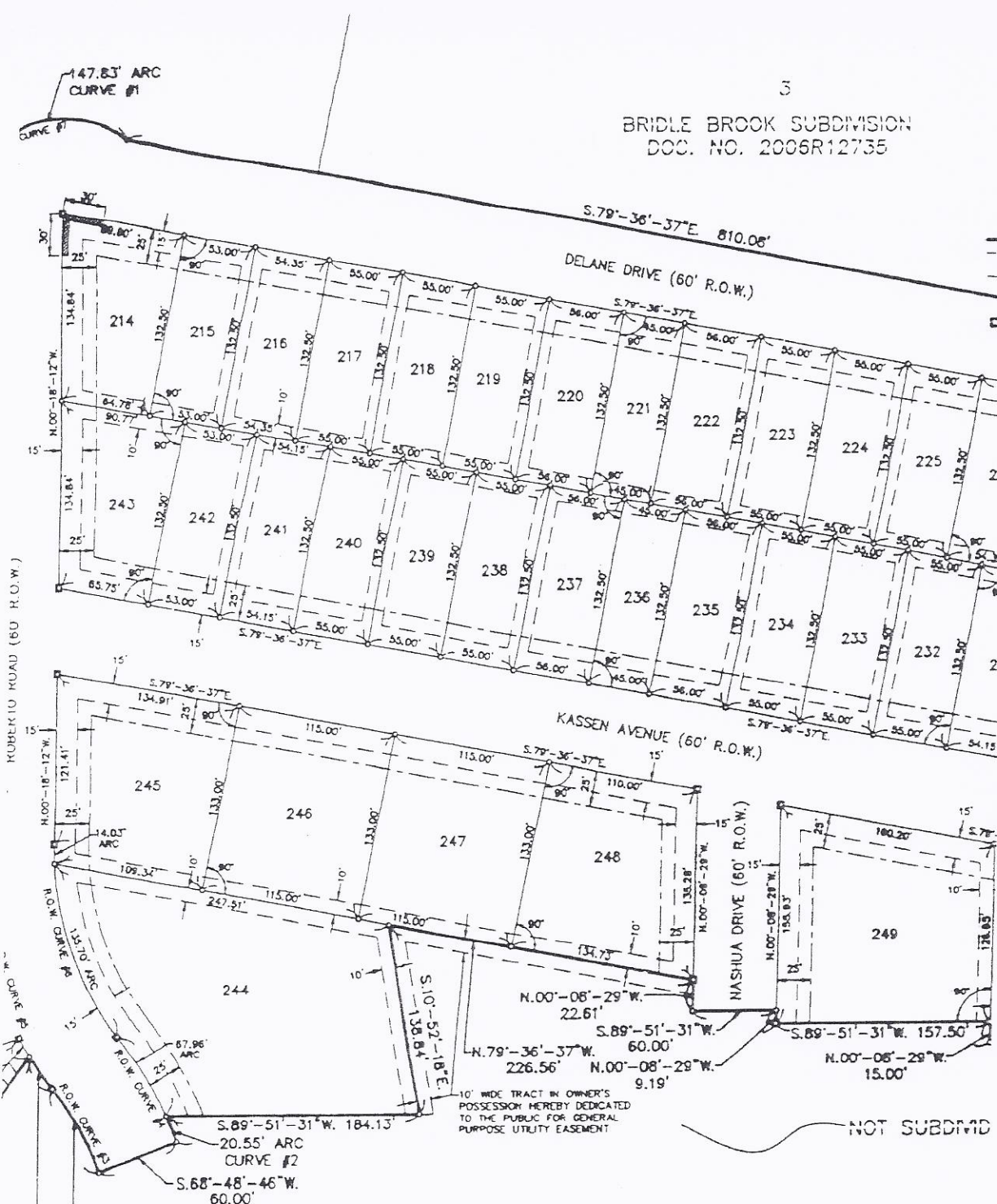
T = 35.07'

C = 69.26'

CB = N 30°-14'-36"W

LOT NO	AREA IN SQUARE FEET
201	22,890.83
202	22,211.45
203	27,314.10
204	14,258.80
205	9,299.44
206	9,433.50
207	7,850.00
208	9,443.50
209	9,443.50
210	7,850.00
211	9,443.50
212	9,299.44
213	11,019.94
214	10,740.94
215	7,022.50
216	7,201.36
217	7,267.50
218	7,267.50
219	7,267.50
220	7,420.00
221	5,952.86
222	7,420.00
223	7,267.50
224	7,267.50
225	7,267.50
226	7,267.50
227	7,267.50
228	7,267.50
229	7,267.50
230	7,267.50
231	7,267.50
232	7,267.50
233	7,267.50
234	7,267.50
235	7,420.00
236	5,952.86
237	7,420.00
238	7,267.50
239	7,267.50
240	7,267.50
241	7,174.88
242	7,822.50
243	10,399.44
244	34,413.98
245	16,271.34
246	15,295.80
247	15,295.80
248	16,274.20

SEE SHEET 3



R.O.W. CURVE DATA TABLE

HALO DRIVE CURVE #1	ROBERTO ROAD CURVE #3	ROBERTO ROAD CURVE #5	ROBERTO ROAD CURVE #7
Δ = 29°-00'-33"	Δ = 18°-06'-44"	Δ = 34°-56'-46"	Δ = 162°-41'-55"
R = 220.00'	R = 220.00'	R = 280.00'	R = 70.00'
L = 111.36'	L = 69.55'	L = 190.57'	L = 194.78'
T = 56.92'	T = 35.07'	T = 98.14'	T = 480.10'
C = 110.20'	C = 69.26'	C = 186.91'	C = 136.41'
CB = N 85°-53'-06"E	CB = N 30°-14'-36"W	CB = N 19°-48'-05"W	CB = N 50°-42'-35"E
HALO DRIVE CURVE #2	ROBERTO ROAD CURVE #4	ROBERTO ROAD CURVE #6	
Δ = 30°-06'-02"	Δ = 18°-06'-44"	Δ = 34°-56'-46"	
R = 280.00'	R = 220.00'	R = 220.00'	
L = 147.34'	L = 66.81'	L = 146.73'	
T = 75.42'	T = 44.83'	T = 77.90'	
C = 145.85'	C = 66.15'	C = 146.86'	
CB = N 69°-16'-52"E	CB = N 30°-14'-36"W	CB = N 19°-48'-05"W	

**Lewis, Yockey & Brown, Inc.**  
Consulting Engineers & Land Surveyors

300 North Main Street  
Champaign, Illinois  
Ph. (217) 244-2222

222 East Center Street  
Champaign, Illinois  
Ph. (217) 257-6221

185 South Elm Street  
Champaign, Illinois  
Ph. (217) 257-5822

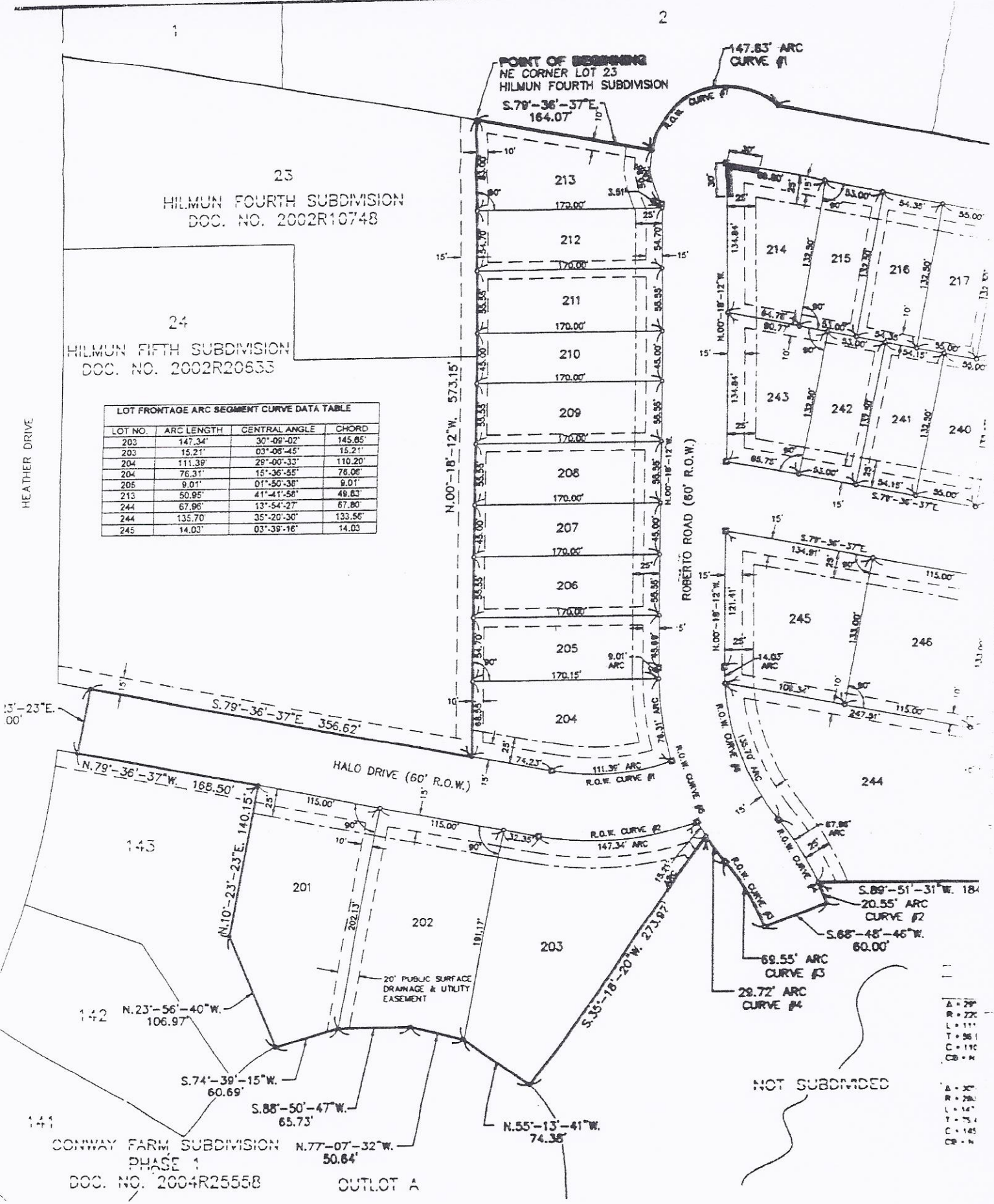
FINAL PLAT  
CONWAY FARMS SUBDIVISION  
VILLAGE OF MANOR  
CHAMPAIGN COUNTY, IL

23  
HILMUN FOURTH SUBDIVISION  
DOC. NO. 2002R10748

24  
HILMUN FIFTH SUBDIVISION  
DOC. NO. 2002R20533

LOT FRONTAGE ARC SEGMENT CURVE DATA TABLE

LOT NO.	ARC LENGTH	CENTRAL ANGLE	CHORD
203	147.34'	30°-09'-02"	145.85'
203	15.21'	03°-06'-45"	15.21'
204	111.38'	29°-00'-33"	110.20'
204	76.31'	15°-36'-55"	76.06'
205	9.01'	01°-50'-38"	9.01'
213	50.95'	41°-41'-58"	49.83'
244	67.96'	13°-54'-27"	67.80'
244	135.70'	35°-20'-30"	133.56'
245	14.03'	03°-39'-16"	14.03'



- A = 20'
  - R = 220'
  - L = 111'
  - T = 96.1'
  - C = 110'
  - CB = N
- 
- A = 20'
  - R = 280'
  - L = 145'
  - T = 75.4'
  - C = 145'
  - CB = N

NOT SUBDIVIDED

CONWAY FARM SUBDIVISION  
PHASE 1  
DOC. NO. 2004R25558

OUTLOT A



\* 2 0 1 1 R 0 6 6 2 9 1 9 \*

2011R06629

RECORDED ON  
03/30/2011 03:53:13PM  
CHAMPAIGN COUNTY  
RECORDER  
BARBARA A. FRASCA  
REC FEE: 81.00  
RHSPS Fee: 10.00  
REV FEE:  
PAGES 19  
PLAT ACT:  
PLAT PAGE: 1

**CONWAY FARM SUBDIVISION PHASE 3  
IN THE VILLAGE OF MAHOMET,  
CHAMPAIGN COUNTY, ILLINOIS**

**OWNER'S CERTIFICATE AND  
DEDICATION**

FIRST STATE BANK OF BLOOMINGTON, AS SUCCESSOR TRUSTEE to COMMERCE BANK, AS TRUSTEE OF MCLEAN COUNTY LAND TRUST LDB-91, (hereinafter referred to as "Owner") being the legal owner of the real estate situated in the County of Champaign, State of Illinois as described on Exhibit "A" attached and hereby incorporated by reference and having caused the same to be surveyed by David P. Brown, Illinois Professional Land Surveyor #2725 under date of October 27, 2010, said subdivision to be known as Conway Farm Subdivision Phase 3, Village of Mahomet, Champaign County, Illinois.

Dedication. The Owner does hereby dedicate the tracts marked "Street", "Avenue" or "Road", and that part set aside as Easements to the Public, for public use, and Owner does dedicate for public use all of the utilities such as water mains, storm sewers and sanitary sewers to the Village of Mahomet and the public, for public use forever. Each of said lots in said Subdivision on which there appears a broken line designated as "Utility Easement Limits" is subject to a permanent easement seven and one-half or proper feet in width as shown thereon for the installation and maintenance of gas, telephone and power lines, water and sewers, and other utilities which may be needed for the benefit of any or all of the lots in said subdivision. No structures, walls, fences, plantings or any materials shall be placed, planted or permitted to remain within the platted easements or public ways which may damage or interfere with the installation, operation or maintenance of the utilities.

Access Control. Certain of the lots in said subdivision are subject to access control by vehicles. Said locations are identified on the recorded plat as "Vehicle Access Control". No driveways for vehicular access onto public streets shall be constructed in these locations.

Setbacks. There are also indicated and shown on said Plat certain lines identified as "Building Setback Lines" and no buildings shall be erected on any of said lots in violation of any of said building setback lines, as shown on the Plat.

Protective Covenants. All of the property described in Exhibit A attached hereto shall be subject to the terms and provisions contained that Document entitled "Protective Covenants of Conway Farms Subdivision And All Additions Thereto" previously filed for record with the Recorder of Champaign County, Illinois on August 10, 2004 as Document No. 2004R25558 and Document No. 2004R25559, in each case as amended.

Reconstruction of Public Infrastructure. The owners of lots 253, 254, 255 and 256 shall be responsible for design and construction of public infrastructure adjacent to and with said lots. These lot owners shall be

responsible for the preparation of engineering plans for public infrastructure removal and replacement. The owners of Lots 253, 254, 255 and 256 shall be responsible for the removal of existing pavement, sidewalks, curbing, gutters and water lines within and adjacent to said lots. Further, said lot owners shall be responsible for the reconstruction of water lines, curbing, gutters, storm sewers, sidewalks and pavement along the frontage of said lots in a manner consistent with the requirements of the Village of Mahomet Subdivision Ordinance and as generally depicted on the Preliminary Plat for Conway Farms Subdivision approved by the Village of Mahomet on November 9, 2010. Said removals and reconstructions shall be undertaken at the time of lot development, transfer, or sale or when lawfully required to do so by Village of Mahomet officials, since engineering design and construction was deferred by the Village of Mahomet when approving the subdivision Plat. The removal and reconstruction of water lines, curbing, gutters and pavement shall be in accordance with the Village of Mahomet Subdivision Ordinance, and shall be completed within one (1) year of the date of receipt by the lot owner(s) of the request from said governmental officials. The design and construction of the water lines, storm drains, curbing, gutters and pavement shall be at the sole cost and expense of and equally shared by the lot owner(s) of lots 253, 254, 255 and 256.

Zero Lot Lines. In addition to the foregoing, zero side yard setbacks are allowed along the common lot lines between lots 244 and 245, 246 and 247, 248 and 249, 250 and 251, 251 and 252, 253 and 254, 255 and 256, 257 and 258, 258 and 259.

Common Elements. As to dwellings located upon Lots 244 through 259, inclusive:

A. Where there are any common walls between lots or dwelling units, the owner of each lot or dwelling unit shall own to the center of any common wall. Each owner shall do nothing to disturb the right of use of any other owner to any such common walls. A valid easement is hereby declared and established for the benefit of each lot owner to enter and temporarily occupy a reasonable portion of the adjacent lot where there are any common walls, for the purpose of maintenance of his unit, provided, however, that such occupancy shall not unreasonably interfere with the use of the adjacent lot by its owner. Each common wall shall be constructed in a manner which complies with the standards for common wall construction as established by the BOCA building code of 1990; must have a minimum fire resistance rating of two hours; and must extend into and thru the attic area beneath the roof, separating the attic into two separate spaces.

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

C. 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:



1. 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.
2. 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.
3. 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.
4. 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 the original building structure and shall be constructed of comparable materials.

D. In the event that any owner shall fail, after a reasonable time, after damage or destruction, to perform the necessary repair or rebuilding, the owner(s) of the remainder of the dwelling structure shall, in the manner described in Section K below 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 any national bank in Champaign County as in effect from time to time from the date of payment of such costs; and
3. Reasonable attorney's 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.

E. Every unit owner shall purchase and maintain in effect an insurance policy insuring the building structure for the full insurable replacement cost thereof against loss by fire and other casualty, in the event a

single insurance policy is not purchased for the building, 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 named 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.

F. 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.

G. Collectively the owners of each multi-unit, dwelling structure shall be responsible for the maintenance, painting, repair, or replacement of all exterior walls, including the foundations thereof, roofs, gutters, and down spouts 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:

1. 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 one story and some being two story, and all units having different areas of exterior surface requiring painting.
2. 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.
3. GUTTERS AND DOWN SPOUTS -- Each dwelling unit owner shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of all gutters or down spouts of each building structure.
4. 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.
5. 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.

H. 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.

I. 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.

J. For the purpose of making decisions with respect to collective exterior maintenance of each dwelling structure, repair, rebuilding, insurance coverage, 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 two-unit structure, there will be two votes available to the respective owners. In the event the two owners cannot agree, such owners shall mutually select a third person to act in making such determination. In the event they cannot mutually agree upon such third person, any Champaign County Circuit or Associate Judge shall be qualified to name such third person, upon petition by any owner.

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.

K. 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:

1. Written notice shall be given to such alleged defaulting unit owner, setting forth the alleged default.
2. 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.
3. 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.
4. In the event any work is performed or caused to be performed by a dwelling unit owner upon another owner's unit pursuant to the terms of this covenant, and the failure of the owner to perform as required hereunder, the unit owner contracting for the performance of any such work shall keep and maintain written records, invoices, and the like with respect to the cost of any materials, labor, or the like used in making such repair work and shall provide to the defaulting unit owner a copy of all such data and written evidence of the payment thereof, for which reimbursement is sought. Further, the owner(s) performing or contracting for the performance of such remedial work shall be entitled to reimbursement therefore.

L. 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.

M. 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