

**ROBESON MEADOWS
SUBDIVISION NO. 2**

**OWNERS CERTIFICATE AND DEDICATION
WITH
RESTRICTIVE COVENANTS**

Robeson Meadows Subdivision No.2
Champaign, Illinois

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STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

ROBESON MEADOWS SUBDIVISION NO. 2
OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Commercial Bank of Champaign, Trustee under Trust No. 43-439 being the owner of the following described real estate:

PART OF THE SOUTHWEST 1/4 OF SECTION 22, T. 19 N., R. 8 E. OF THE 3RD P.M., MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW 1/4, SECTION 22, T. 19 N., R. 8 E. OF THE 3RD P.M.; THENCE S. 00°10'06" W., ALONG THE WEST LINE OF SAID SW 1/4, 400.05 FEET TO THE NORTHWEST CORNER OF ROBESON MEADOWS SUBDIVISION NO. 1; THENCE S. 88°47'49" E., ALONG THE SOUTH LINE OF THE NORTH 400.00 FEET OF THE SW 1/4 OF SAID SECTION 22 AND NORTH LINE OF SAID ROBESON MEADOWS SUBDIVISION NO. 1, 982.77 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S. 88°47'49" E., ALONG SAID SOUTH LINE OF THE NORTH 400.00 FEET OF SAID SW 1/4, 610.00 FEET, THENCE S. 01°12'11" W., 300.00 FEET; THENCE S. 43°47'49" E., 320.00 FEET; THENCE S. 10°58'26" W., 335.87 FEET; THENCE S. 01°12'11" W., 165.00 FEET; THENCE N. 88°47'49" W., 216.00 FEET; THENCE N. 01°12'11" E., 70.83 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, CONVEX TO THE EAST, WITH A RADIUS OF 214.00 FEET, A DISTANCE OF 168.08 FEET TO A POINT OF TANGENCY; THENCE N. 43°47'49" W., 226.07 FEET; THENCE S. 40°34'43" W., 14.95 FEET; THENCE N. 49°25'17" W., 60.00 FEET; THENCE N. 40°34'43" E., 20.69 FEET TO A POINT ON CURVE; THENCE WESTERLY ALONG A CURVE TO THE LEFT, CONVEX TO THE NORTH, WITH A RADIUS OF 214.00 FEET AND AN INITIAL TANGENT BEARING N. 46°04'51" W., A DISTANCE OF 159.55 FEET TO A POINT OF TANGENCY; THENCE N. 88°47'49" W., 152.83 FEET; THENCE N. 01°12'11" E., ALONG THE EAST LINE OF THE AFORESAID ROBESON MEADOWS SUBDIVISION NO. 1 (AND AN EXTENSION THEREOF), 541.00 FEET TO THE POINT OF BEGINNING, CONTAINING 12.082 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS, AND WITHIN THE LIMITS OF THE CITY OF CHAMPAIGN.

shown in the annexed plat and described in the Surveyor's Certificate has caused the said described real estate to be surveyed, platted and subdivided by Thomas B. Jordan, Illinois Land Surveyor No. 2014, Champaign, Illinois, in the manner shown on said plat; as a subdivision to be perpetually known as ROBESON

MEADOWS SUBDIVISION NO. 2, City of Champaign, Champaign County, Illinois, and does hereby grant and dedicate to the people of the City of Champaign, County of Champaign, Illinois, for the use of the public forever, the avenues, drives, streets, roads and alleys, hereinafter referred to as streets, shown on said plat and located in the City of Champaign, Champaign County, Illinois, each of which said streets shall be perpetually known by the respective names designated on said plat.

It is hereby provided that all conveyances of property hereinafter made by the present or future owners of any of the land described in the foregoing Surveyor's Certificate shall, by adopting the description of said platted land as ROBESON MEADOWS SUBDIVISION NO. 2, to be taken and understood as incorporating in all such conveyances, without repeating the same, the following restrictions as being applicable to each tract of land described in said Surveyor's Certificate, to-wit:

DEFINITIONS

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

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

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

2.3 Dwelling: The main building on any building site. The dwelling is to be designed for and is to be used exclusively for a residence and is to be occupied exclusively for a residence and is to be occupied exclusively by a single family.

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

2.5 Commons Area Easement: The areas designated on the plat which purpose is for the common use and enjoyment of the owners, and their guests, of the lots in this addition of Robeson Meadows Subdivision No. 2 and various sections of Robeson Meadows Subdivision, presently platted or to be platted at a later date.

2.6 Single Family: A group of occupants with not more than two (2) unrelated adults.

APPLICATION

The Covenants below, in their entirety, shall apply to all lots in the subdivision.

COVENANTS

3.1 Allowable Structure: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling, a private garage for at least two (2) but not more than three (3) cars, and other accessory buildings incidental to residential use of the premises.

3.2 Architectural Committee: The Meadows Subdivision Architectural Committee shall initially be composed of the following three (3) persons:

Kyle Robeson, P.O. Box 697, Champaign, Illinois
Ralph Sackett, 111 E. Green, Champaign, Illinois
Bruce Hutchings, 111 E. Green, Champaign, Illinois

Any action taken by the members of the committee shall be considered to be the action of the committee. The committee may designate a representative to act for it and may delegate its powers and duties to its representatives. In the event of the death, resignation, refusal to act or

inability to act of any member of the committee, the remaining members of the committee may designate a successor. The record owners of a seventy-five per cent (75%) of the lots in Robeson Meadows Subdivision shall have the power at any time, by a duly signed, acknowledged and recorded instrument, to change the membership of the committee, to withdraw any powers and duties from the committee or to restore to it such powers and duties as may have been previously withdrawn.

(a) Approval by Committee: No construction work shall be commenced upon any structure unless the plans and specifications therefore have been submitted to and approved, in writing, by the Architectural Committee as complying with the terms and provisions of these restrictive covenants. The plans and specifications shall show, complete construction details, including the nature, kind, shape, height, roof pitch, material and color scheme of the structure and shall include a site plan showing the lot lines, required yards, landscaping, and the proposed location of all structures, including patios, decks, and entry walks. The plans shall include a grading plan of the building site and entire lot.

(b) Powers and Duties of Committee: The Architectural Committee shall have the following powers and duties:

(1) To examine and approve or disapprove any plans and specifications submitted to it by a lot owner.

(2) To waive up to 25% of any area or yard requirement contained in these restrictive covenants, unless said waiver request is a conflict with the zoning ordinance of the City of Champaign.

(3) To determine whether a fence, wall, hedge or shrub planing unreasonably obstructs the view of approaching street traffic.

(4) To inspect any construction work in progress upon any lot in the subdivision for the purpose of ascertaining whether the applicable provisions of these restrictive covenants are being fully complied with.

(c) Failure of Committee to Act: In the event a matter requiring action by the committee is submitted to the Committee in writing and the Committee fails to give written notice of its action taken thereon to the lot owner within 30 days thereafter, then the Committee shall be conclusively presumed to have approved the matter so submitted to it.

3.3 Minimum Size: No one story dwelling shall occupy a ground floor area of less than 1800 square feet. No dwelling having more than one story shall occupy a ground floor area of less than 1200 square feet and a total floor area of less than 2200 square feet. In computing the floor area of a dwelling for the purpose of applying this restriction, one-fourth (1/4) of the area of enclosed porches shall be considered to be a part of the dwelling. All area requirements listed herein shall be exclusive of garage areas.

3.4 Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than fifteen (15) feet to any side street line. No main or accessory building shall be located closer to the side lot lines than a distance of six (6) feet, except that a two (2) foot side yard shall be required for permitted accessory buildings located sixty-five (65) feet or more back from the minimum building set back line. No dwelling shall be located on any interior lot nearer than ten (10) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portions of a building on a lot to encroach upon

another lot. Where a building site consists of more than one (1) lot, the above provisions shall be applicable to the boundary lines of the building site rather than platted lot lines.

Emphasis in building siting on the lot shall be given to a passive solar orientation.

3.5 Dwelling per Building Site: Only one (1) dwelling shall be constructed per building site:

3.6 Easements: Easements for installation and maintenance of utilities, and drainage facilities are reserved as shown on the recorded plat. No structures shall be erected over areas reserved for easements which would interfere with construction or maintenance of utilities. Said easements are hereby granted and dedicated to the City of Champaign, and utility companies; and also to lot owners (as applicable) for repair and maintenance of private sanitary service sewers owned by lot owners.

3.7 Percentage of Lot Coverage: All buildings on a building site, including accessory buildings, shall not cover more than thirty per cent (30%) of the building site less commons area easements.

3.8 Permissible Building:

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

Building Characteristics - Individual dwellings should be designed to

achieve a balance proportion and scale in the overall massing, as well as with individual features or component parts, such as patios, decks, porches, garages, entry porticos, accessory structures. Roof pitches should be not less than four in twelve. Flat roofs or mansard roofs shall not be allowed.

Simple use of exterior materials and finishes is desired with contrived or ostentatious features or configurations not allowed. Colors and textures of exterior surfaces should be of a natural appearance selected from a range of natural and muted earth tones and blends. Primary colors, white and black, shall not be allowed except as accents or trim.

Site development - Grading of each building site and setting of finish floor elevations of associated structures shall be completed such that water drainage around and away from completed structures does not encroach on adjacent properties.

The front yard of each lot including adjacent street parkway shall be sodded by the owner of the lot after substantial completion of any principal structure thereon, and as soon as weather reasonably permits. The remaining lot area shall be sodded or seeded as soon as weather reasonably permits.

Complete landscape development of each lot shall be required within a reasonable time period following construction, but not to exceed one year. Planting plans showing species and exact locations of proposed plantings shall be submitted and approved by the Architectural Committee prior to installation.

Fences - Fences may be allowed on each individual lot, however, the design for any fence to be erected shall first be submitted to the Architectural Committee for approval. Height limitations shall be in accordance with the zoning ordinance of the City of Champaign.

Fences shall be designed and constructed of materials which are

similar to and/or blend with those used on the building structure. This may include ornamental metal (iron, steel, etc.), brick or wood. Chain link or other wire or steel mesh material shall not be allowed.

Fences shall not be constructed on a designated "commons area easement" or other public area. Fences shall be the responsibility of the individual homeowner to install and maintain.

3.9 Non-Occupancy and Diligence During Construction: The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction is fully completed and the interior construction is substantially completed. No such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted.

3.10 Temporary Structures and Satellite Dish: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently. No television satellite dishes shall be allowed on any lot in the subdivision.

3.11 Signs: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot and/or one sign of not more than five (5) square feet advertising the property for sale or rent.

3.12 Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral

excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

No person, firm or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation of grading incidental thereto.

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

3.14 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

3.15 Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be placed in the street right-of-way.

3.16 Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street property

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

3.17 Off-Street Parking: All property owners in Robeson Meadows Subdivision No. 2 shall provide facilities for off-street parking for the number of automobiles in use by the owner or resident on the property or persons regularly employed on the property.

All property owners or residents in Robeson Meadows Subdivision No. 2 owning or possessing any type of recreational vehicle, boat, boat trailer, or like vehicle, shall provide facilities for off-street parking for such vehicle in addition to the off-street parking provided for number of automobiles in use by the owner or resident.

3.18 Nuisances: No noxious or offense activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3.19 Waiver: The failure of the Architectural Committee, any building site owner or the present owner of the said Subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

3.20 Waiver of Restrictions: These restrictive covenants may be waived, in whole or in part, as to any one or more lots, by an instrument

signed, acknowledged and recorded by not less than two-thirds of the lot owners.

3.21 Enforcement: Enforcement shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

3.22 Yard Lights: The owners of every lot shall erect and maintain in good operating condition two yard lights located on the same lot. These yard lights shall be located at points designated on the lots by the Architectural Committee, one of which must be a point along or near the rear lot line at such place that the Architectural Committee designates, for the purpose of illuminating the commons area easement. Said lights shall be equipped with a photo-electric cell that illuminates the light during hours of darkness. No hedge, fence or any other type of obstruction shall be between said yard light and common areas easement behind it. The light may, however, at the discretion of the Architectural Committee, be attached to a fence. In cases where a lot has no common areas easement containing a sidewalk bordering it, the Architectural Committee may, at its discretion, choose to waive the requirement of a rear yard light. All property owners in Robeson Meadows Subdivision No. 2 shall be required to maintain said yard lights in proper working order.

The Architectural Committee shall review all proposed exterior lighting systems for location, type, design, and illumination levels. Approval shall be obtained from the Architectural Committee prior to construction.

3.23 Commons Area Easement: Certain areas within the designated "commons area easement" in this addition as shown on the recorded plat are hereby dedicated to the public for the installation of utilities to serve all sections of Robeson Meadows Subdivision No. 2. Subject to said dedication,

such areas designated "commons area easement" shall be devoted to the common use and enjoyment of the owners of the lots in this addition of Robeson Meadows Subdivision No. 2 and various sections of Robeson Meadows Subdivision presently platted or to be platted at a later date. The management and control of these areas designated "commons area easement" shall be exclusively exercised by Robeson Meadows Subdivision Homeowners, Inc., an Illinois non-profit corporation. Each owner of a lot in this addition shall as a condition precedent to ownership, covenant and agree to pay monthly charges to Robeson Meadows Subdivision Homeowners, Inc. in accordance with its Articles of Incorporation, By-Laws and the declaration of covenants and restrictions contained herein, and each said owner does hereby agree to pay such assessments by accepting conveyance by deed to any lot in said Subdivision. No buildings shall be erected on such areas designated as "commons area easement" and designated easements for public utilities are hereby granted and dedicated to the City of Champaign on and across all designated areas within the "commons area easement".

The Robeson Meadows Homeowners, Inc., shall provide for the care and maintenance of the "commons area easement", island and median areas from the assessments paid by the owners of lots in this and other additions or sections of Robeson Meadows Subdivision presently platted or to be platted at a later date, and it agrees to indemnify and hold harmless the respective owners of lots on which the designated "commons area easement" is depicted by recorded plat from and against any claims, demands, damages or injuries (including death) incurred by or arising from (a) its performance of such care and maintenance and (b) the common use and enjoyment of such "commons area easement" by the owners, and their guests, of the lots in this and other

additions or sections of Robeson Meadows Subdivision.

3.24 Construction: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens or charges herewith provided or any part thereof is invalid or for any reason become unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges of any part thereof shall be thereby affected or impaired.

3.25 Dedication to Park District: The undersigned do hereby grant, dedicate and convey Lot 232 and the sidewalk right-of-way adjacent to Lot 212 to the Champaign Park District solely for public purposes, subject to the utility easement shown on the recorded plat.

3.26 The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

The Commercial Bank of Champaign Trustee
Under Trust No. 43-439

By *Robert H. [Signature]*
Trust Administrator

Attest:

Lillie C. Bedenke
~~Trust Securities Officer~~
Asst. Cashier

Prepared by:

G. Roger Gielow, Attorney At Law
Champion Federal Savings & Loan
115 E. Washington
Bloomington, IL 61701

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, THE UNDERSIGNED, COUNTY CLERK OF CHAMPAIGN COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED AS FOLLOWS:

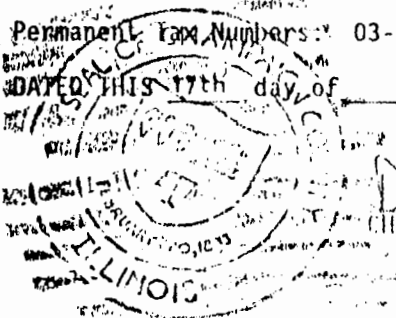
ROBESON MEADOWS SUBDIVISION

PART OF THE SOUTHWEST 1/4 OF SECTION 22, T. 19 N., R. 8 E. OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW 1/4, SECTION 22, T. 19 N., R. 8 E. OF THE 3RD P.M.; THENCE S. 00°10'06" W., ALONG THE WEST LINE OF SAID SW 1/4, 400.05 FEET TO THE NORTHWEST CORNER OF ROBESON MEADOWS SUBDIVISION NO. 1; THENCE S. 88°47'49" E., ALONG THE SOUTH LINE OF THE NORTH 400.00 FEET OF THE SW 1/4 OF SAID SECTION 22 AND NORTH LINE OF SAID ROBESON MEADOWS SUBDIVISION NO. 1, 982.77 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S. 88°47'49" E., ALONG SAID SOUTH LINE OF THE NORTH 400.00 FEET OF SAID SW 1/4, 610.00 FEET, THENCE S. 01°12'11" W., 300.00 FEET; THENCE S. 43°47'49" E., 320.00 FEET; THENCE S. 10°58'26" W., 335.87 FEET; THENCE S. 01°12'11" W., 165.00 FEET; THENCE N. 88°47'49" W., 216.00 FEET; THENCE N. 01°12'11" E., 70.83 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, CONVEX TO THE EAST, WITH A RADIUS OF 214.00 FEET, A DISTANCE OF 168.08 FEET TO A POINT OF TANGENCY; THENCE N. 43°47'49" W., 226.07 FEET; THENCE S. 40°34'43" W., 14.95 FEET; THENCE N. 49°25'17" W., 60.00 FEET; THENCE N. 40°34'43" E., 20.59 FEET TO A POINT ON CURVE; THENCE WESTERLY ALONG A CURVE TO THE LEFT, CONVEX TO THE NORTH, WITH A RADIUS OF 214.00 FEET AND AN INITIAL TANGENT BEARING N. 46°04'51" W., A DISTANCE OF 159.55 FEET TO A POINT OF TANGENCY; THENCE N. 88°47'49" W., 152.83 FEET; THENCE N. 01°12'11" E., ALONG THE EAST LINE OF THE AFORESAID ROBESON MEADOWS SUBDIVISION NO. 1 (AND AN EXTENSION THEREOF), 541.00 FEET TO THE POINT OF BEGINNING, CONTAINING 12.082 ACRES, MORE OR LESS, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

Permanent Tax Numbers: 03-20-22-300-003

DATED THIS 17th day of March, 1987.

 Dennis B. Biny, County Clerk
CHAMPAIGN COUNTY, ILLINOIS

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN)

ss.

I, the undersigned, a Notary Public in and for said County and State
aforesaid, do hereby certify that Bobby M. Goddard
personally known to me to be the Trust Administrator of
The Commercial Bank of Champaign a corporation, and Cliff C. Banks, AC, of
The Commercial Bank of Champaign, a corporation, and personally known to me to
be the same persons whose names are subscribed on the foregoing instrument,
appeared before me this day in person and severally acknowledged that as such
officers, they signed the said instrument as such officers of said corporation
and caused the corporation seal of said corporation to be affixed thereto,
pursuant to authority, given by the Board of Directors of said corporation, as
their free and voluntary act, and as the free and voluntary act and deed of
said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of
April, 1987.

[Signature]
Notary Public
My Commission Expires [Date]

