

2001 R25563

RECORDED ON

09-04-2001 11:53:46

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC. FEE: 74.00
REV FEE:
PAGES: 19
PLAT ACT:
PLAT PAGE: 1

SPACE ABOVE THIS LINE FOR RECORDER

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

**THE MEADOWS OF ST. JOSEPH FIRST SUBDIVISION
OWNER'S CERTIFICATE**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owner of the real estate described on Exhibit A attached hereto and incorporated by reference herein and 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. Berns, Illinois Land Surveyor No. 2006, Urbana, Illinois, in the manner shown on said plat, as a subdivision to be perpetually known as THE MEADOWS OF ST. JOSEPH FIRST SUBDIVISION, St. Joseph Township, Champaign County, Illinois; does hereby acknowledge said plat as its own free and voluntary act and does hereby irrevocably convey, dedicate and relinquish to the Village of St. Joseph, Illinois, any and all of the streets, rights-of-way and easements as indicated on said plat; hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent easements are hereby granted and reserved to the Village of St. Joseph, Illinois, for public utility purposes. Easements are shown on the recorded plat for the installation and maintenance of telephone, cable, television, power, gas, sanitary sewer, storm sewer lines, surface swales and any other utilities and services which may be needed for the purpose of servicing any lots and shall include the right of reasonable ingress and egress for maintenance of said lines. 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, drainage or other public purpose.

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 Lots 1 through 48 of THE MEADOWS OF ST. JOSEPH FIRST SUBDIVISION, 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.

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.

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

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 by a single family. For the purposes of this definition a "single family" shall be 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 said subdivision.

COVENANTS

1. Allowable Structure: No structures shall be erected, altered, placed or permitted to remain on Lots 1 through 39 other than one (1) detached single family dwelling and other accessory buildings incidental to residential use of the premises. No structures shall be erected, altered, placed or permitted to remain on Lots 40 through 48 except in accordance with the ordinances of the Village of St. Joseph, Illinois.
2. Architectural Committee: The Meadows of St. Joseph First Subdivision Architectural Committee shall initially be composed of the following three (3) persons:

Timothy M. Ingram, 1235 County Road 2500E, St. Joseph, Illinois, 61873
Patrick T. Fitzgerald, 306 West Church Street, Champaign, Illinois, 61820
Roy McCarty, 511 North 5th Street, St. Joseph, Illinois, 61873

Any action taken by at least two (2) members of the Committee shall be considered to be the action of the Committee. The Committee may take action at formal meetings or may act informally through the means of written consents from at least two (2) members 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 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 seventy-five percent (75%) of the lots in The Meadows of St. Joseph First 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 Architectural Committee shall have the right and power to reject approval of plans submitted if they do not benefit and enhance the residential development of the area; such approval, however, shall be in the sole discretion of the Architectural Committee. The plans and specifications shall show complete construction details, including the nature, kind, shape, height, material and color scheme of the structure and shall include a plot plan showing the lot lines, required yards, landscaping, and the proposed location of all structures and the grading plan of the building site.
- (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 twenty-five percent (25%) of any area or yard requirement contained in these restrictive covenants unless said waiver request is in conflict with the zoning ordinance of the Village of St. Joseph or the County of Champaign, as applicable.
 - (3) To determine whether a fence, wall, hedge or shrub planting 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.
 - (5) To specify in exact detail the specifications, plans and requirements for any fence placed on any lot in the subdivision, including the power to require the removal of any fence which is placed on a lot without prior approval of the Committee.

- (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 hereon to the lot owner within thirty (30) days thereafter, then the Committee shall be conclusively presumed to have approved the matter so submitted to it.
 - (d) Waiver of Liability: The approval by the Architectural Committee of any plans and specifications, plot plan, grading or other plan or matter requiring approval as herein provided shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the said Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for any loss or damage resulting from or relating to any error or defect which may or may not be shown on any plans and specifications or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other construction or matter whether or not the same has been approved by the said Committee or any member thereof, of the present owner of said real estate.
 - (e) Constructive Evidence of Action by Architectural Committee: Any title company or person certifying, guaranteeing or insuring title to any building site, lot or parcel in such addition, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of a certificate of completion signed by any member of the Architectural Committee, and such certification shall fully protect any purchaser or encumbrancer in good faith in acting thereon.
3. Minimum Size: No one story dwelling on Lots 1 through 18 shall occupy a ground floor area of less than one thousand two hundred (1,200) square feet. No one story dwelling on Lots 19 through 48 shall occupy a ground floor area of less than one thousand (1,000) square feet. No dwelling having more than one story shall occupy a ground floor area of less than one thousand (1,000) square feet and a total floor area of less than one thousand four hundred (1,400) square feet. In computing the ground floor area of a dwelling for the purpose of applying this restriction, fifty percent (50%) of the area of enclosed porches shall be considered to be a part of the dwelling and one hundred percent (100%) of the area of attached garages shall be considered to be a part of the dwelling.
 4. Building Location: No building shall be located on any lot nearer than thirty (30) feet from the front lot line and thirty-five (35) feet from the rear lot line. No building shall be located on Lots 1 through 18 nearer than ten (10) feet from the side lot lines, and no building shall be located on Lots 19 through 48 nearer than seven and one-half (7.5) feet from the side lot lines.

5. Permissible Building; Order of Construction: All buildings shall be constructed of material of good quality suitably adopted for use in the construction of residences, and no pre-existing building or buildings shall be placed on or moved to said premises unless prior written approval is received from the Architectural Committee. Accessory buildings shall not be erected, constructed or maintained prior to the erection or construction of the dwelling unless prior written approval is received from the Architectural Committee. 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.
6. 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 shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of originally exterior construction or until made to comply with the restriction and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted.
7. Maintenance of Lot Site During Construction: During the course of construction, all materials and equipment shall be stored on the lot which construction is underway. Debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises at the end of each day or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning of debris shall take place upon the premises, except in compliance with applicable laws and ordinances. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times.
8. Construction Requirements:
 - (a) All foundation walls of any construction shall not exceed a maximum of twelve (12) inches of exposed surface; however, exposed sub-basement shall be covered with some finished material and shall not be left as exposed formed concrete, with exceptions to be approved by the Architectural Committee.
 - (b) Any satellite dishes shall be screened in a manner which is approved by the Architectural Committee. It is the intention that placement and/or location of said satellite dishes shall be planned in such a manner so as to minimize interference with adjacent dwellings. Only satellite dishes eighteen (18) inches or smaller in diameter shall be allowed.
 - (c) No electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any of the lots or structures in the subject subdivision without first having

obtained the prior written consent of the Architectural Committee. Television antennas may be attached to structures; however, the antenna's location shall be restricted to the rear of the ridgeline or centerline of the roof so as to be hidden from sight to the greatest extent possible when viewed from the fronting street.

- (d) All mail boxes shall conform to the consistent mail box style as approved by the Architectural Committee consistent with existing U.S. Post Office regulations, unless a cluster mail box scheme is devised by said Architectural Committee.
 - (e) All construction requirements shall apply to any remodeling of any existing structure after original construction.
 - (f) All dwelling units shall have a driveway constructed of concrete.
 - (g) Each lot shall be seeded as soon as weather reasonably permits after substantial completion of a dwelling unit.
9. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.
 10. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than three (3) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or the Owner to advertise the property during the construction and sales period.
 11. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, and no oil wells, tanks, tunnels, mineral excavations or shafts (the purpose of which shall be to facilitate oil or mining operations) shall be permitted on or in any lot. No derrick or other structure designated 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 or grading incidental thereto.
12. Livestock and Poultry Farming: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two (2) dogs and two (2) cats or other common household pets may be kept and then may only be kept provided they are not kept, bred or maintained for commercial purposes.

13. 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 containers or other equipment of the storage or disposal of such material shall be kept in a clean and sanitary condition.
14. Storage: No building materials of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements in compliance with an approved architectural plan 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 either the setback or the right-of-way.
15. Street Sight Line Obstruction: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 thirty (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 connecting a point thirty (30) feet outward from the edge of the driveway and ten (10) feet from the street property line.
16. Sewer System: No lot owner shall construct or maintain an individual on-site waste treatment system on such owner's lot. All lots shall be serviced by the St. Joseph sanitary district wastewater treatment facility. It will be the individual lot owner's responsibility to connect to the sanitary sewer lines already in place in the subject subdivision.
17. Electric Service: It will be the individual lot owner's responsibility to make arrangements with the applicable power company regarding individual service lines to the dwelling unit from the main electrical lines already in place in the subject subdivision.
18. Water Supply: No individual water supply system shall be installed or maintained on any lot. Water supply for each lot shall be from the Illinois-American water system. It will be the individual lot owner's responsibility to connect to water lines already in place in the subject subdivision.
19. Off-Street Parking: All property owners or residents in the subdivision owning or possessing cars, trucks, trailers, campers, boats, motorcycles or motor homes, which they desire to park in the subdivision, shall provide and use an enclosed garage for the storage of same when not in motion. No on-street parking is allowed. Each living unit in the subdivision shall have at least two (2) off-street parking spaces.
20. Yard Lights: Each lot owner shall erect and maintain in good operating condition one (1) yard light located in the front yard of each lot. All yard lights shall be equipped with a

photo-electric cell that activates the light during hours of darkness. 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.

21. Maintenance of Drainage: No obstruction, diversion or change in the natural flow of surface water along drainage swales or 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 or in violation of Village of St. Joseph ordinance.
22. Outlots 1, 2, 3 and 4: Title to Outlots 1, 2, 3 and 4, as shown on the plat of The Meadows of St. Joseph First Subdivision, shall be deeded to The Meadows of St. Joseph Homeowners Association within one (1) year after the forming of such Association. The management, maintenance and control of Outlots 1, 2, 3 and 4 shall be exclusively exercised by The Meadows of St. Joseph Homeowners Association. No buildings or structures shall be erected on Outlots 1, 2, 3 or 4 unless approved in writing by The Meadows of St. Joseph Homeowners Association. No changes shall be made to Outlots 1 or 2 or the stormwater detention basins thereon without the approval of the Village of St. Joseph.

The Meadows of St. Joseph Homeowners Association shall provide for general liability insurance on and the care and maintenance of Outlots 1, 2, 3 and 4 from the assessments paid by the owners of lots in The Meadows of St. Joseph First Subdivision and other additions or sections of The Meadows of St. Joseph First Subdivision to be platted at a later date. The Meadows of St. Joseph Homeowners Association agrees to indemnify, defend and hold St. Joseph Land Company, an Illinois corporation, harmless from and against any claims, demands, damages or injuries (including death) incurred by or arising from (i) The Meadows of St. Joseph Homeowners Association's performance of such care and maintenance; and (ii) the common use and enjoyment of such Outlots 1, 2, 3 or 4 by the owners, and their guests; of the lots in this and other additions or sections of The Meadows of St. Joseph First Subdivision.

23. Homeowner's Association: It is understood and provided that all lot owners in The Meadows of St. Joseph First Subdivision shall be members of The Meadows of St. Joseph Homeowners Association, a not-for-profit corporation which will be organized under the laws of the State of Illinois within one (1) year of the recordation of the subject plat (the "Association"). All lot owners agree to accept membership in said Association and to abide and be bound by the Articles of Incorporation, By-laws and reasonable rules and regulations of the Association and to maintain membership therein so long as such lot ownership is retained. Each owner-member shall be subject to assessment for annual dues to the Association not to exceed Two Hundred Fifty Dollars (\$250.00) unless a larger amount is approved by the owners of two-thirds (2/3) of the lots. The rights of membership are subject to the payment when due of annual and special assessments levied by the Association. The obligation of assessments is imposed against each owner of and becomes a lien upon said owner's land in The Meadows of St. Joseph First Subdivision against which such assessments are made. Defaulting members shall be liable to the Association for all costs

and expenses, including attorney's fees, incurred by the Association in collecting unpaid assessments.

Accordingly, the Association shall have the following powers:

- (a) Authority to enforce these covenants;
 - (b) Authority to levy dues assessments;
 - (c) Authority to collect dues and assessments.
24. Nuisances: No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
 25. Waiver: The failure of the Architectural Committee, any building site owner or the present owner of the 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.
 26. 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 (2/3) of the lot owners in The Meadows of St. Joseph First Subdivision.
 27. 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. The Village of St. Joseph may enforce any rights or remedies available to the Association as to any matters concerning drainage or easements. In the event either the Association or the Village of St. Joseph enforces any provision of these covenants as to any individual lot owner, the Association and/or the Village of St. Joseph shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the subject individual lot owner.
 28. 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 becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges of any part thereof shall be thereby affected or impaired.
 29. Duration: The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.
 30. Additional Real Estate Subject to Covenants and Homeowner's Association: St. Joseph Land Company, an Illinois corporation, reserves the right from time to time, within forty (40) years of the date of the recording of this Owner's Certificate, to make all or any portion of

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the real estate further described on Exhibit B attached hereto and incorporated by reference herein subject to the terms, conditions, rights and remedies of the covenants created hereby including, but not limited to, the provisions of Section 23, "Homeowner's Association".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 28th day of August, 2001.

ST. JOSEPH LAND COMPANY

An Illinois Corporation

By:

David B. Sholem
David B. Sholem, Its President

Attest:

Patrick T. Fitzgerald
Patrick T. Fitzgerald, Its Secretary

STATE OF ILLINOIS)

COUNTY OF CHAMPAIGN)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID B. SHOLEM and PATRICK T. FITZGERALD, who are personally known to me to be the President and Secretary of ST. JOSEPH LAND COMPANY, an Illinois corporation, and the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as President and Secretary of said corporation and that the said Secretary then and there caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and Notarial Seal this 28th day of August, 2001.



Toni Pottorff
Notary Public

PREPARED BY AND AFTER
RECORDING RETURN TO:

PATRICK T. FITZGERALD
Meyer Capel, A Professional Corporation
306 West Church Street
Post Office Box 6750
Champaign, Illinois 61826-6750
Telephone: (217) 352-1800

EXHIBIT A

BEGINNING AT AN IRON PIPE SURVEY MONUMENT FOUND AT THE NORTHEAST CORNER OF WOODARD'S MEADOW PARK FIRST SUBDIVISION AS FILED FOR RECORD IN BOOK "X" AT PAGE 122 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 74 (F.A.I. ROUTE 05, SECTION 10-7); THENCE SOUTH 89 DEGREES 38 MINUTES 11 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE 74, A DISTANCE OF 665.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET IN CONCRETE; THENCE SOUTH 00 DEGREES 05 MINUTES 06 SECONDS EAST, A DISTANCE OF 144.62 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 38.57 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 00 DEGREES 04 MINUTES 10 SECONDS EAST, A DISTANCE OF 183.12 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 89 DEGREES 55 MINUTES 50 SECONDS WEST, A DISTANCE OF 543.50 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 00 DEGREES 04 MINUTES 10 SECONDS EAST, A DISTANCE OF 288.25 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 543.50 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 00 DEGREES 04 MINUTES 10 SECONDS EAST, A DISTANCE OF 103.12 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 38.16 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 00 DEGREES 04 MINUTES 10 SECONDS EAST, A DISTANCE OF 160.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 375.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 00 DEGREES 04 MINUTES 10 SECONDS WEST, A DISTANCE OF 100.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 34.34 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 00 DEGREES 04 MINUTES 10 SECONDS WEST, A DISTANCE OF 39.58 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 125.52 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE WEST LINE OF WOODARD'S CRESTWOOD SUBDIVISION SECOND ADDITION AS FILED FOR RECORD IN BOOK "AA" AT PAGE 145 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 03 MINUTES 45 SECONDS EAST ALONG THE WEST LINE OF SAID WOODARD'S CRESTWOOD SUBDIVISION SECOND ADDITION, A DISTANCE OF 200.37 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE NORTHEAST CORNER OF THE ROUTH TRACT AS FILED FOR RECORD IN BOOK 1829 AT PAGE 488 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 08 MINUTES 24 SECONDS WEST ALONG THE NORTH LINE OF SAID ROUTH TRACT, A DISTANCE OF 150.22 FEET TO AN IRON PIPE SURVEY MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID ROUTH TRACT; THENCE SOUTH 00 DEGREES 04 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID ROUTH TRACT, A DISTANCE OF 220.01 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHWEST CORNER OF SAID ROUTH TRACT; THENCE SOUTH 89 DEGREES 04 MINUTES 33 SECONDS EAST ALONG THE SOUTH LINE OF SAID ROUTH TRACT, A DISTANCE OF 150.78 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHEAST CORNER OF SAID ROUTH TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ST. JOSEPH, CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 03 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 11.77 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 89 DEGREES 22 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1,276.52 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHEAST CORNER OF SAID WOODARD'S MEADOW PARK FIRST SUBDIVISION; THENCE NORTH 00 DEGREES 04 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF SAID WOODARD'S MEADOW PARK FIRST SUBDIVISION, A DISTANCE OF 1119.81 FEET TO THE POINT OF BEGINNING, CONTAINING 18.32 ACRES, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

EXHIBIT B

Real estate generally described as 32 acres North of Grand Avenue and between Fifth Street and Crestwood Drive extended North, and legally described as follows:

Commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 11, Township 19 North, Range 10 East of the Third Principal Meridian, Champaign County, Illinois; thence South $89^{\circ}00'48''$ East along the South line of the Northwest Quarter of the Southeast Quarter of said Section 11, said line also being the centerline of Grand Avenue, 48.00 feet for a true place of beginning; thence North $00^{\circ}05'01''$ West 1120.09 feet to the Southerly right-of-way line of F.A.I. Route 05 Section 10-7; thence South $89^{\circ}35'16''$ East along the Southerly right-of-way line of said F.A.I. Route 05 Section 10-7, 1276.91 feet to the East line of the Northwest Quarter of the Southeast Quarter of said Section 11; thence South $00^{\circ}03'31''$ East along the East line of the Northwest Quarter of the Southeast Quarter of said Section 11, 1132.86 feet to the South line of the Northwest Quarter of the Southeast Quarter of said Section 11; thence North $89^{\circ}00'48''$ West along the South line of the Northwest Quarter of the Southeast Quarter of Section 11, said line also being the centerline of Grand Avenue, 1276.59 feet, more or less, to the place of beginning, said tract containing 33.01 acres, more or less, all situated in Champaign County, Illinois, EXCEPTING THEREFROM: Beginning at a concrete monument found, situated at a distance of 20.00 feet, North $00^{\circ}02'41''$ East of the Southeast corner of the Northwest Quarter of the Southeast Quarter of Section 11, Township 19 North, Range 10 East of the Third Principal Meridian, Champaign County, Illinois; thence South $88^{\circ}53'28''$ West along the North line of the existing right-of-way of Grand Avenue, a distance of 150.38 feet; thence North $00^{\circ}02'41''$ East, a distance of 220.01 feet to the South right-of-way line of Mimosa Street extended; thence South $88^{\circ}53'28''$ East along said extended right-of-way line, a distance of 150.38 feet to the East line of the Northwest Quarter of the Southeast Quarter of aforesaid Section 11, said line also being the West line of Woodard's Crestwood Subdivision 2nd Addition to the Village of St. Joseph, Illinois; thence South $00^{\circ}02'41''$ West along said West line a distance of 220.01 feet to the Point of Beginning, containing 0.725 acres, more or less, all situated within the limits of the Village of St. Joseph; LESS AND EXCEPT THEREFROM:

BEGINNING AT AN IRON PIPE SURVEY MONUMENT FOUND AT THE NORTHEAST CORNER OF WOODARD'S MEADOW PARK FIRST SUBDIVISION AS FILED FOR RECORD IN BOOK "X" AT PAGE 122 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 74 (F.A.I. ROUTE 05, SECTION 10-7); THENCE SOUTH 89 DEGREES 36 MINUTES 11 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE 74, A DISTANCE OF 665.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET IN CONCRETE; THENCE SOUTH 00 DEGREES 05 MINUTES 06 SECONDS EAST, A DISTANCE OF 144.62 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 38.57 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 00 DEGREES 04 MINUTES 10 SECONDS EAST, A DISTANCE OF 163.12 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 89 DEGREES 55 MINUTES 50 SECONDS WEST, A DISTANCE OF 543.50 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 00 DEGREES 04 MINUTES 10 SECONDS EAST, A DISTANCE OF 266.25 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 543.50 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 00 DEGREES 04 MINUTES 10 SECONDS EAST, A DISTANCE OF 103.12 FEET TO AN

IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 38.16 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE SOUTH 00 DEGREES 04 MINUTES 10 SECONDS EAST, A DISTANCE OF 160.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 375.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 00 DEGREES 04 MINUTES 10 SECONDS WEST, A DISTANCE OF 100.00 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 34.34 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 00 DEGREES 04 MINUTES 10 SECONDS WEST, A DISTANCE OF 39.58 FEET TO AN IRON PIPE SURVEY MONUMENT SET; THENCE NORTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 125.52 FEET TO AN IRON PIPE SURVEY MONUMENT SET ON THE WEST LINE OF WOODARD'S CRESTWOOD SUBDIVISION SECOND ADDITION AS FILED FOR RECORD IN BOOK "AA" AT PAGE 145 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 03 MINUTES 45 SECONDS EAST ALONG THE WEST LINE OF SAID WOODARD'S CRESTWOOD SUBDIVISION SECOND ADDITION, A DISTANCE OF 200.37 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE NORTHEAST CORNER OF THE ROUTH TRACT AS FILED FOR RECORD IN BOOK 1829 AT PAGE 488 IN THE OFFICE OF THE RECORDER OF CHAMPAIGN COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 06 MINUTES 24 SECONDS WEST ALONG THE NORTH LINE OF SAID ROUTH TRACT, A DISTANCE OF 150.22 FEET TO AN IRON PIPE SURVEY MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID ROUTH TRACT; THENCE SOUTH 00 DEGREES 04 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID ROUTH TRACT, A DISTANCE OF 220.01 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHWEST CORNER OF SAID ROUTH TRACT; THENCE SOUTH 89 DEGREES 04 MINUTES 33 SECONDS EAST ALONG THE SOUTH LINE OF SAID ROUTH TRACT, A DISTANCE OF 150.78 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHEAST CORNER OF SAID ROUTH TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ST. JOSEPH, CHAMPAIGN COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 03 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 11.77 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 89 DEGREES 22 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1,276.52 FEET TO AN IRON PIPE SURVEY MONUMENT SET AT THE SOUTHEAST CORNER OF SAID WOODARD'S MEADOW PARK FIRST SUBDIVISION; THENCE NORTH 00 DEGREES 04 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF SAID WOODARD'S MEADOW PARK FIRST SUBDIVISION, A DISTANCE OF 1119.81 FEET TO THE POINT OF BEGINNING, CONTAINING 18.32 ACRES, MORE OR LESS, ALL AS SHOWN ON THE ACCOMPANYING PLAT, ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

SCHOOL DISTRICT STATEMENT

Pursuant to Public Act Number 286, 765 ILCS 205/1.005, ST. JOSEPH LAND COMPANY, an Illinois corporation, owner of the following described tract of land:

**THE MEADOWS OF ST. JOSEPH FIRST SUBDIVISION
CHAMPAIGN COUNTY, ILLINOIS**

more particularly described on Exhibit A attached hereto and incorporated by reference herein, does hereby state that to the best of its knowledge the aforesaid subdivision lies in the St. Joseph Grade School District No. 169 and the St. Joseph-Ogden Community Consolidated High School District No. 305.

IN WITNESS WHEREOF, the undersigned has executed this School District Statement this 28th day of August, 2001.

ST. JOSEPH LAND COMPANY
An Illinois Corporation

By:

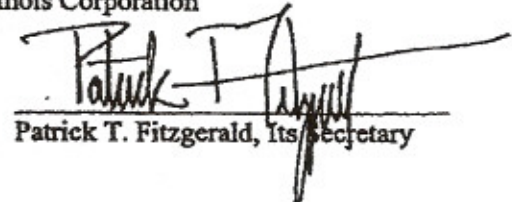

Patrick T. Fitzgerald, Its Secretary

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025563

TAX CERTIFICATE

LEGAL DESCRIPTION

STATE OF ILLINOIS)
)
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 ON EXHIBIT A
ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

PERMANENT INDEX NO. 28-22-11-401-003.

DATED THIS 22nd DAY OF AUGUST, 2001.

Mark Shelton

COUNTY CLERK
CHAMPAIGN COUNTY, ILLINOIS



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