

the right-of-way; however, the property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as the result of use of the easement for utility purposes. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located. The streets, roads, avenues, drives, boulevards, highways, and alleys shall bear the respective names as shown on the plat subject to the right of the public entity with appropriate authority to change said name as provided by law. Owner hereby dedicates easements indicated on the plat as drainage easements or drainage ways or facilities perpetually to the Village of Mahomet and to the public for storm water drainage purposes including, but not limited to, constructing, using, operating, maintaining, repairing, or reconstructing storm water drainage detention, retention, inlet or outlet facilities, or any combination thereof, and including the right to place spoil from drainage facilities on the same and to maintain said easement free from any building, fences, structures, and obstructions whatsoever.

Easements for maintenance of existing subsurface drainage facilities shall be ten (10) feet in width and centered upon such field tiles as currently exist and are located within the Subdivision. Within said drainage easements, no structure, plantings, or other improvements 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 lot by the owner thereof in order to accommodate development and improvement on said lot, as long as the relocated field tile and drainage easement shall continue to provide drainage that is substantially equivalent to the drainage which existed prior to relocation of the field tile and the drainage easement.

Owner hereby reserves a drainage easement for the benefit of Thornewood Homeowners Association over, across and under the same areas indicated on the plat as a drainage easement on lots 160 and 161 for the purpose of maintaining the drainage ditches located on such lots. It shall be the primary obligation of the Homeowners Association to maintain the referenced ditches, and the Homeowners Association shall do so in accordance with Section 17 of the restrictive covenants set forth herein.

Owner hereby reserves an easement for the benefit of the Thornewood Homeowners Association in the area designated on the face of the plat on lot 145 as a public drainage and utility easement line, adjacent to the ten foot wide common area, for the purpose of allowing the Homeowners Association to maintain the drainage swale located in said easement area. It shall be the primary obligation of the Homeowners Association to maintain the drainage swale located in such easement area, and the Homeowners Association shall do so in accordance with Section 17 of the restrictive covenants set forth herein.

Further, Owner hereby reserves an easement for the benefit of the Thornewood Homeowners Association in the area set forth on the plat for the purpose of the construction and maintenance of subdivision signage identifying the subdivision, and landscaping related thereto.

SCHOOL DISTRICT STATEMENT

Pursuant to 765 ILCS 205/1 the undersigned states that to the best of their knowledge the school district in which the premises lie is Mahomet-Seymour Community Unit School District #3.

COVENANTS AND RESTRICTIONS

It is hereby provided that all conveyances of property hereafter made by the present or future owners of any of the lands described on the aforesaid Surveyor's Certificate shall, by adopting the above description of said Platted lands, be taken and understood as if incorporating in all such conveyances without repeating the same the following restrictions as applicable:

DEFINITIONS

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

Structure: Any building, planting, dwelling, fence, excavation or any other thing or work on the real estate (including, but not limited to, antenna systems).

Developer: The developer is Mahomet Land Company, its successors or assigns, having a principal office at 101 S. Lincoln, Mahomet, IL 61853.

Single Family Unit: A separate and detached main building designed and constructed for the residential use of one and only one household.

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.

Building Site: A portion of the subdivision consisting of at least one entire lot as platted.

Dwelling: The main building or buildings on any building site. The dwelling is to be designed for and is to be used exclusively for a residence.

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

Common Areas: All areas to be conveyed to and owned by the Thornewood Homeowners' Association as defined by the Plat upon completion by the Developer of all required public improvements located in such Common Areas.

Thornewood Subdivisions: Any and all subdivisions which belong to and are governed by the Thornewood Homeowners' Association.

Architectural Control Committee: A designated body with the authority to approve or disallow the placement of any structure on a building site.

Annexation Agreement: The Annexation Agreement between the Village of Mahomet and Mahomet Land Company, recorded October 2, 2003 in the Recorder's Office of Champaign County, Illinois, in Document No. 2003R 45025, and all amendments thereto.

1. PERMISSIBLE BUILDING AND ORDER OF CONSTRUCTION. All buildings erected on any building site shall be constructed of new material of good quality suitably adapted to use in the construction of residences; and no old building or buildings shall be placed on, or moved to, said premises, nor shall used or reclaimed material be employed in any construction thereon. No living units shall be constructed with pre-assembled interior wall treatment, excepting ordinary drywall constructed with joints taped on the site. Accessory buildings (garages) shall not be erected, constructed or maintained prior to the erection or the construction of the dwelling.

2. MAINTENANCE OF LOTS AND NUISANCES. No noxious or offensive activity, and no activity which shall be deemed by the Architectural Committee to constitute a nuisance, shall be carried on upon any lot and no lot owner shall allow weeds, rubbish or debris of any kind to accumulate on or be placed upon any property in the subdivision so as to make the same unsanitary, unsightly, offensive or detrimental to the value of any other property in the subdivision, or to the enjoyment of the occupants thereof. All lawns shall be well-maintained and grass shall be kept mowed to a height of six inches or less, even prior to construction of a residence. If the owner of any lot permits weeds, rubbish or debris to accumulate thereon, or grass to grow beyond the six inch requirement, the Developer or the Thornewood Homeowners Association may cause the same to be removed or mowed, as the case may be, and charge the twice the cost of removal to the owner of such lot in order to recover the cost of removal and administrative charges.

Owners of lots 132-162 may seek the designation of a portion of their lot as a “wild area,” which shall allow such lot owner to delay mowing and maintenance of a designated portion of such lot, provided the lot owner receives written approval from the Architectural Committee.

3. SIGNS. No signs shall be allowed other than subdivision signage set forth in the Owner’s Certificate herein for the benefit of the Thornewood Homeowners’ Association.

4. PETS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Not more than a total of two dogs, cats or other domestic house pets shall be kept on any lot in the subdivision and the same shall not be kept for breeding or commercial purposes. Lot owners shall not allow pets to roam beyond the boundaries of their lot in such manner as to become nuisances or interfere with other homeowners. Lot owners shall not allow their pets to use any property (including common areas) other than their own lot as a bathroom facility. Lot owners shall not allow their dogs to bark excessively outdoors.

5. BOAT AND MOTOR VEHICLE PARKING AND REPAIR. No boats, motor homes, campers, motor or trail bikes, snowmobiles, lawn care equipment, recreational vehicles of any type, or trailers, shall be parked anywhere in the subdivision (including the streets of the subdivision) for more than 24 hours unless such vehicle is parked in a garage. Automobile parking is permitted only in garages, on paved driveways and upon the paved portions of the public street. No owner, occupant or guest of an owner or occupant shall be permitted to park in anyplace except as provided herein. No repair work, maintenance or painting shall be done on any vehicle, except on a vehicle while parked in the garage on the lot of the owner of the vehicle.

6. DRAINAGE AND LOT CONTOUR. The platted lots shall substantially retain their original contours and no excavation or filling shall be undertaken on any of the lots in the subdivision which substantially varies the contour of the lot as originally platted, except with the written permission of the Architectural Committee. During construction, all dirt from excavation shall be confined to the lot on which the excavation is made or stockpiled in an area approved by the Architectural Committee.

Nothing (except permitted fences and buildings) shall be placed upon any lot in such a way that it will interfere with the natural surface drainage of the subdivision; 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. Further, no obstruction in the flow of surface water along open ditches shall be made by any lot owner or agent thereof. Rough grading of the site shall be completed by the time framing starts. In the event of a violation of any of the provisions of this paragraph, the architectural committee may give notice of such violation to the lot owner, builder or contractor, who shall then correct the same within a period of seven days from the receipt of such notice, and if he or she does not do so, the Architectural Committee may take such corrective measures as they deem appropriate and the cost of such work, and any legal proceedings instituted to enforce this covenant, shall be paid by the lot owner or owners who are found to have failed to comply with this restriction.

7. COMMENCEMENT AND COMPLETION OF CONSTRUCTION. Each purchaser of Lots 101 through 131 shall commence construction of a residence upon such lot within one year from the date of purchase of the lot. Each purchaser of Lots 132 through 162 shall commence construction of a residence upon such lot within two years from the date of purchase of the lot. In the event a lot owner does not commence construction within these specified time frames, the Developer shall have the option to purchase the lot from the lot owner upon the same terms and conditions, including price, that the Developer sold the subject lot. The Developer may exercise this option by providing written notice to the lot owner, and closing shall be held within thirty days of the date of the Developer's notice to the lot owner. Each lot owner acknowledges that time is of the essence with respect to this paragraph 7.

The construction of any building or structure upon any lot shall proceed diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and in any event shall be completed within a period of twelve months from the date the footings were excavated. No such building or structure shall be occupied during the course of the original exterior construction.

When required by applicable ordinances of any appropriate governmental agency, no structure shall be occupied until an occupancy permit has been issued by it.

8. FENCING. No fence having an overall height of more than five (5) feet shall be constructed or allowed to remain on any lot between any public street and the building setback line and all shrubs and hedges located between any public street and the building setback line shall be kept trimmed so as not to exceed five (5) feet in height. No wood or chain link fencing shall be permitted; fences must be of tubular ornamental design, constructed of either aluminum or steel, in colors of black, bronze, tan, or white, as supplied by S&K Fence or equivalent contractor. No fence shall be constructed in a manner that results in blocking the view of the detention basins in Thornewood Subdivisions. Notwithstanding the foregoing, the owners of Lots 101 through 131 shall be allowed to construct wood fences on such lots, provided the lot owners receive architectural approval prior to construction of the fence.

9. YARD. A yard light shall be installed in the front yard of the lot occupied by the dwelling, which light shall be equipped with a photoelectric cell to turn it on automatically during the hours of darkness.

10. LANDSCAPING. As soon as weather permits after the construction of a residence on any lot in this subdivision, the owner shall sod the front yard and shall sod or seed the remaining yard space, and shall plant two 2-inch diameter hardwood trees in the front yard. In addition to the foregoing, the owner of a corner lot shall sod the yard adjacent to both streets to the front of the house.

11. ARCHITECTURAL COMMITTEE. An Architectural Committee composed of Nick Taylor, Russ Taylor, Randy Peifer, Bill Peifer, and Vic Armstrong is hereby appointed. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The committee shall have the authority to appoint an agent to act in its behalf and to delegate to such agent all powers and, duties given to the architectural committee herein. The designation of such agent shall be by written instrument which shall be recorded in the Recorder's Office of Champaign County, Illinois. When one hundred percent of all lots in Thornewood Subdivisions have been sold, the record owners of the lots in such subdivisions shall have the authority, expressed through an instrument executed by a majority of the owners of the lots in the subdivision and placed of record with the office of the Recorder of Deeds of Champaign County, Illinois, to change the membership of the committee or to withdraw from it any of its powers and duties. Any member of the committee shall have the authority to act for the committee.

12. BUILDING PLANS. No building, dwelling, fence, sidewalk, wall, drive, tent, awning, sculpture, poll, hedge, mass planting or other structural excavation, including, without limitation, driveway culverts, shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of said subdivision unless the plans and specifications thereof, showing the construction, nature, kind, shape, height, material and color scheme thereof, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings and the grading plan and the erosion control plan for the building site shall have been submitted to and approved by the Architectural Committee, and until a copy of such plans and specifications, plot plan and grading plan as finally approved is deposited for permanent record with the Architectural Committee.

13. APPROVAL BY ARCHITECTURAL COMMITTEE. The Architectural Committee shall, upon request, issue its certificate of completion and compliance or approval following the action taken by the committee on such approval. If the committee fails to approve or reject any plan or matter requiring approval within 30 days after plans or specifications have been submitted to it, or in the event that no suit to enjoin construction has been commenced prior to the completion thereof, approval shall be conclusively presumed and the related covenants shall be deemed to have been fully complied with.

14. RIGHT OF INSPECTION. During any construction or alteration required to be approved by the Architectural Committee, any member of the Architectural Committee or any agent of such committee shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within said subdivision, and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

15. WAIVER AND LIABILITY. The approval by the Architectural Committee of any plans and specifications, plot plan, grading, planning or any 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 or other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither said committee nor any member thereof nor any homeowners association or the present owner of said real estate shall be in any way responsible or liable for any loss or damage, for any error or defect, which may or may not be shown on any plans and specifications, or any plot or grading plan, or planting or other plan, or any building or structural work done in accordance with any other matter, whether or not the same has been approved by the said committee or any members thereof, or any homeowners association, or the present owner of said real estate.

16. CONSTRUCTIVE EVIDENCE OF ACTION BY ARCHITECTURAL COMMITTEE.

Any title company or person certifying, guaranteeing or insuring title of the building site, lot or parcel in such subdivision, or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Committee, or any agent thereof appointed in accordance with the provisions of paragraph 11, and said certificate shall fully protect any purchaser or encumbrance in good faith in acting thereon.

17. HOMEOWNERS ASSOCIATION. All lot owners shall be members of the Thornewood Homeowners Association and shall be bound by any articles of incorporation, by-laws and reasonable rules and regulations of said association. Each owner or member shall be subject to assessment for annual dues. The obligation of assessments is imposed against each owner and becomes a lien upon said owner's land in Thornewood Subdivision Phase 1 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. The association shall have the following powers:

- A. Authority to enforce these covenants;
- B. Authority to levy dues assessments.

If additional subdivisions are platted by Developer, or its assigns, in Township 20 North, Range 7 East of the Third Principal meridian in Champaign County, Illinois, with the word "Thornewood" in the name of the subdivision, the developers of said subdivision may make lot owners in said subdivisions members of the Thornewood Homeowners Association.

A primary purpose of said Association will be to provide for the ownership, development, maintenance and upkeep of the common areas, including without limitation, sidewalks, drainage easements and drainage ways or facilities, and storm water detention basins of Thornewood Subdivisions, as well as any under drains and appurtenances constructed within such subdivisions. Upon completion of excavation and mining operations and detention basin improvements, the owner shall convey the tracts containing detention basins to the Homeowners Association, and the Association shall at that time accept such conveyance and assume all maintenance responsibility for the basins. The Association shall keep all storm drainage waterways and stormwater detention basins functioning properly and in a good state of repair at all times. All other common areas shall be conveyed to the Homeowners Association upon recording of the plat of subdivision containing such common areas.

The costs of maintaining detention basins within Thornewood Subdivisions shall be shared equally by each subdivision based upon the ratio of the square footage of such subdivision divided by the total square footage of all subdivisions utilizing the basins. Each lot owner shall be subject to and share equally in the payment of an annual assessment for annual dues to the Association in such amounts and at such times as determined by the Board of Directors.

The common areas developed in the Thornewood Subdivisions shall be subject to the rules and regulations established by the Thornewood Homeowners Association, and the use of common areas and common facilities which may be provided by the Developer from time to time shall be subject to the rules and regulations established by said Homeowners' Association.

The Homeowners' Association shall have the power to make agreements with park districts, not-for-profit corporations, or any other municipal government for the maintenance of any common areas and

shall have the power to convey any said common areas to said municipal government or park district subject to a vote of the majority of the Homeowners' Association, provided said property is within the jurisdictional boundaries of such municipal government or park district.

The Homeowners' Association shall establish a publicly listed telephone number and post office box in the municipality to which the subdivisions are annexed, both to be maintained and monitored by the President of the Association at the Association's expense, until such time as the purpose of the Homeowners' Association shall no longer exist.

18. SATELLITE DISHES AND ANTENNAS. No satellite dishes, antennas, transmitting or broadcasting equipment, appurtenances thereto or similar equipment shall be placed, stored, kept or used upon any lot at any time either temporarily or permanently, without the approval of the Architectural Committee, except that satellite dishes not exceeding eighteen inches (18") in size may be installed by a lot owner without the approval of the Architectural Committee, provided the dish is installed in a reasonably concealed location on the residence.

19. AMENDMENT OF COVENANTS. These restrictive covenants may be amended by the Developer without approval of the other lot owners to effect technical corrections or accommodate platting of additional phases of Thornewood Subdivisions until such time as all the lots are sold, as long as such amendments are substantially in conformance with these restrictions. After the sale of all lots, these restrictive covenants may be amended or waived, in whole or in part, as to any one or more lots, by an instrument signed, acknowledge and recorded by at least 60% of all of the lot owners. This authority to amend or waive rights shall not be applicable to annexation requirements imposed under the Annexation Agreement nor to the dedication of streets and easements. Notwithstanding the foregoing, paragraphs nos. 6, 8, 17, 19, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and 34 shall not be released or amended without the specific written approval of Board of Trustees of the Village of Mahomet, which covenants the Village of Mahomet shall have standing to enforce.

20. ASSESSMENT LIENS. Any dues, annual assessments or special assessments levied by the Thornewood Homeowners Association shall be a charge on the lot against which it is levied or assessed and shall be a continuing lien against such lot for the amount of the dues or such assessment that is at any time unpaid. All costs of collection thereon, including attorneys, fees and court costs, in addition to being a lien on each such lot so assessed, shall also be the personal obligation of the person or persons who were the owners of such property at the time such assessment or dues were levied.

21. BINDING EFFECT OF THESE COVENANTS. These covenants constitute covenants running with the land and shall be binding upon all persons who hold title to lots or condominium dwellings in the subdivision and upon all contract purchasers of such lots or condominium dwellings and upon their heirs, executors, administrators and assigns.

22. SEVERABILITY OF THESE COVENANTS. The invalidation of any one of these covenants by a judgment of the court or by court order or injunction shall in no way affect any of the other provisions hereof and the remaining covenants shall continue in full force and effect.

23. ANNEXATION AGREEMENT. The Owner has entered into the Annexation Agreement with the Village of Mahomet, Illinois, which agreement affects this real estate and other contiguous real estate. The Annexation Agreement includes various provisions and requirements regarding the development, use and subdivision of said real estate, which shall, to the extent applicable, apply to the

lots and lot owners of Thornewood Subdivision Phase 1 and to the Thornewood Homeowners' Association.

24. STREETLINE 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 right-of-way lines and a line connecting them at points thirty feet from the intersection of 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.

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

26. SUMP DISCHARGE. All lot owners must maintain discharge of sump pump lines into tile drains provided with the Subdivision infrastructure; no lot owner may discharge a sump pump line from their respective lot into roadside ditches.

27. DRIVEWAY CULVERTS. Driveway culvert sizes for lots 132 through 161 required to facilitate drainage ditches for the Subdivision are as set forth hereafter.

!	Lots 132 through 142:	12 inch culvert
!	Lots 143 through 152:	15 inch culvert
!	Lots 153 through 161:	12 inch culvert

Culvert type and end finish for each lot are subject to review and approval by the Architectural Committee as set forth hereinabove.

28. WATER SUPPLY. No individual water well shall be installed or maintained on any lot inasmuch as public water supply service is available to the site.

29. SEWAGE SYSTEM. No individual on-site sewage disposal system shall be installed or maintained on any lot inasmuch as a public sewage system is available to serve the site.

30. FLOODPLAIN. A portion of the Subdivision is located within the Special Flood Hazard Area (100-year Floodplain) of the Sangamon River. No lot owner shall construct a residence or other building or structure within the Special Flood Hazard Area. The lowest floor, including basements, for all buildings in the subdivision shall be not less than one (1) foot above the Base Flood Elevation. The current estimate of the Base Flood Elevation at this location is approximately 691.0 feet (NAVD-29) for lots abutting the Sangamon River. Notwithstanding the foregoing, the Base Flood Elevations for lots 127 through 132, lot 160, and lot 161, shall be as specifically stated on the face of the plat; the lowest point of entry, including basement windows, for all buildings on such lots shall be not less than one (1) foot above the Base Flood Elevation stated on the face of the plat. No fill or obstruction to flow of any kind shall be placed within the Special Flood Hazard Area, without first obtaining permission to do so from the Village of Mahomet, Champaign County, State of Illinois Department of Natural Resources, U.S. Army Corp of Engineers, and the Federal Emergency Management Agency, (as applicable) in accordance with their applicable ordinances, rules, and regulations governing Special Flood Hazard Area.

31. LOTS 147, 148, AND OUTLOTS. Lots 147 and 148 are each adjacent to Outlot 147 and Outlot 148, respectively. Lot 147 and Lot 148 must be conveyed with their respective outlots. Lot 147 and Outlot 147 may not have separate ownership, but must always be conveyed together. Lot 148 and Outlot 148 may not have separate ownership, but must always be conveyed together.

32. CONSTRUCTION OF SIDEWALKS. Each lot owner shall be responsible for the construction of a sidewalk on his or her respective lot in accordance with the approved constructions plans for Thornewood Subdivision Phase 1, and to such end, each lot owner shall use Carver Concrete Company or another company suitable to Developer, in Developer's sole discretion, to construct the sidewalk. Further, each lot owner shall be solely responsible for prompt payment of sidewalk construction costs, and each lot owner shall cause the sidewalk to be constructed immediately upon completion of a residence on the subject lot.

33. EASEMENTS. Permanent easements are hereby granted and reserved to the Village of Mahomet 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, sidewalks, and any other utilities and services which may be needed for the purpose of servicing the lots and shall include the right of reasonable ingress and egress for maintenance of said facilities. No structures, walls, fences, plantings, or any materials shall be placed, planted or permitted to remain within the platted easements which may damage or interfere with the installation, operation or maintenance of these facilities and/or utilities.

34. HOUSE ELEVATIONS. The minimum first floor elevation of the residence of each of the lots shall be as shown on Pages 49-51 of the approved Site Engineering Plans for Thornewood Subdivision Phase 1.

SPECIFIC AREA OF APPLICATION I

The following covenants, in their entirety, shall apply to Lots 101 through 131, inclusive, of Thornewood Subdivision Phase 1, Village of Mahomet, Champaign County, Illinois.

COVENANTS

1. ALLOWABLE STRUCTURES: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family unit on Lots 101 through 131, a private garage for not less than two (2) nor more than three (3) cars per dwelling unit, and other accessory buildings incidental to residential use of the premises.

2. MINIMUM DWELLING - LOCATION AND SIZE: No dwelling unit shall be permitted on any site unless it includes a carport or garage. The Architectural Control Committee, however, shall have the power to waive the requirement of a carport or garage. In the event that such building is of one story, it shall contain not less than 1,500 square feet of ground floor area; in the event that such building is of one and one-half stories or two stories, it shall contain not less than 600 square feet of ground floor area and a total floor area of not less than 1,600 square feet. All dwelling units shall be constructed with either basement or crawl space under at least 70% of the heated ground floor area. The garage to be constructed on each lot shall contain adequate space for storing property ordinarily stored in garages.

Buildings shall be centered on each lot, except where the Architectural Committee has authorized other, and located within the following specified set-backs:

- Front yard: 25 feet
- Side yard: 6 feet
- Rear yard: 25 feet

SPECIFIC AREA OF APPLICATION II

The following covenants, in their entirety, shall apply to Lots 132 through 162, inclusive, of Thornewood Subdivision Phase 1, Village of Mahomet, Champaign County, Illinois:

COVENANTS

1. ALLOWABLE STRUCTURES: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family unit on Lots 132 through 162, a private garage for not less than two (2) nor more than four (4) cars. Accessory buildings may be constructed on a lot if such buildings are architecturally similar to the dwelling constructed on the lot, including all exterior materials used in construction with the dwelling.

2. MINIMUM GROUND AND LOCATION REQUIREMENTS: No main structure shall be permitted on any building site covered by these covenants, the habitable floor area of which, exclusive of basements, porches and garages, is less than the minimum square feet of floor area prescribed as follows: Single family dwelling: In the event that such building is of one story, it shall contain not less than 2000 square feet of ground floor area; in the event that such building is of one and one-half stories or two stories, it shall contain not less than 2,400 square feet. All dwellings shall be constructed with either basement or crawl space under at least 70% of the heated ground floor area. The garage to be constructed on each lot shall contain adequate space for storing property ordinarily stored in garages. All driveways must be paved before occupancy, except in situations in which weather prevents paving; in such event, the lot owner shall seek special approval from the Architectural Committee to allow temporary occupancy without a paved driveway.

Buildings shall be centered on each lot, except where the Architectural Committee has authorized other, and located within the following specified set-backs:

- Front yard: 30 feet
- Side yard: 10 feet
- Rear yard: 30 feet

3. ADDITIONAL BUILDING REQUIREMENTS: Roofs shall have a minimum 8/12 pitch. Only 30-year architectural shingles, wood shakes, or tile roofs shall be permitted; no three (3) tab roofs will be permitted. The surface of three quarters (3/4) of the exterior front elevation shall be either brick, stone, or stucco.

Dated at Champaign, Illinois, this ____ day of November, 2003.

MAHOMET LAND COMPANY
an Illinois corporation

By: _____
Richard W. Taylor, its president

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Kelly E. Ford, a Notary Public in and for said County and State, certify that Richard W. Taylor, personally known to me to be the President of Mahomet Land Company, as above described, and personally known to me to be the same person who executed the foregoing instrument as such President of said corporation, appeared before me this day in person and acknowledged that he signed, affixed the corporate seal to, and delivered this instrument as his free and voluntary act, and as the free and voluntary act of said corporation, as aforesaid, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this ____ day of November, 2003.

EXHIBIT A

PHASE 1 LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3 AND PART OF THE SOUTHWEST QUARTER OF SECTION 2 AND PART OF THE NORTHWEST QUARTER OF SECTION 11, ALL IN TOWNSHIP 20 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHAMPAIGN COUNTY, ILLINOIS. COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THENCE SOUTH 00°-16'-52" EAST 377.79 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE SOUTH 90°-00'-00" EAST 252.42 FEET TO A POINT OF CURVATURE; THENCE EAST AND SOUTHEAST 260.92 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 530.00 FEET AND THE 258.29 FOOT CHORD OF SAID ARC BEARS SOUTH 75°-53'-48" EAST TO A POINT OF TANGENCY; THENCE SOUTH 61°-47'-36" EAST 238.54 FEET; THENCE NORTH 28°-12'-24" EAST 120.00 FEET; THENCE SOUTH 61°-47'-36" EAST 195.56 FEET TO A POINT OF CURVATURE; THENCE SOUTHEAST 106.60 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 350.00 FEET AND THE 106.19 FOOT CHORD OF SAID ARC BEARS SOUTH 70°-31'-07" EAST; THENCE NORTH 00°-10'-40" EAST 196.33 FEET; THENCE SOUTH 89°-47'-24" EAST 373.87 FEET; THENCE SOUTH 20.73 FEET ALONG AN ARC OF A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 1,030.00 FEET AND THE 20.73 FOOT CHORD OF SAID ARC BEARS SOUTH 00°-57'-17" WEST; THENCE SOUTH 75°-20'-23" EAST 238.83 FEET; THENCE NORTH 89°-34'-26" EAST 720.00 FEET; THENCE SOUTH 00°-25'-34" EAST 332.00 FEET; THENCE SOUTH 75°-30'-23" EAST 364.67 FEET; THENCE SOUTHWEST 11.87 FEET ALONG AN ARC OF A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 280.00 FEET AND THE 11.87 FOOT CHORD OF SAID ARC BEARS SOUTH 13°-16'-44" WEST; THENCE SOUTH 68°-01'-24" EAST 247.97 FEET; THENCE SOUTH 32°-06'-46" EAST 371.40 FEET; THENCE SOUTH 61°-43'-51" EAST 720.01 FEET; THENCE SOUTH 33°-44'-22" WEST 715.90 FEET; THENCE NORTH 55°-55'-18" WEST 720.58 FEET; THENCE NORTH 47°-08'-53" WEST 302.78 FEET; THENCE NORTH 67°-12'-21" WEST 505.48 FEET; THENCE NORTH 56°-44'-41" WEST 191.59 FEET; THENCE NORTH 43°-22'-50" WEST 447.38 FEET; THENCE NORTH 09°-52'-23" EAST 121.87 FEET; THENCE SOUTH 89°-49'-25" WEST 308.07 FEET; THENCE SOUTH 89°-37'-43" WEST 60.00 FEET; THENCE SOUTH 89°-35'-41" WEST 240.00 FEET; THENCE SOUTH 00°-24'-19" EAST 211.00 FEET; THENCE SOUTH 89°-35'-41" WEST 480.00 FEET; THENCE NORTH 00°-24'-18" WEST 16.00 FEET; THENCE SOUTH 89°-35'-41" WEST 120.00 FEET; THENCE NORTH 00°-24'-19" WEST 603.79 FEET; THENCE NORTHWEST AND WEST 194.95 FEET ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 470.00 FEET AND THE 193.55 FOOT CHORD OF SAID ARC BEARS NORTH 78°-07'-02" WEST TO A POINT OF TANGENCY; THENCE NORTH 90°-00'-00" WEST 252.13 FEET TO THE SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH 00°-16'-52" WEST 60.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, CONTAINING 53.20 ACRES, MORE OR LESS, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.