

Legend
 B CONCRETE FOUNDATION
 C CURB NUMBER—SEE CLARK CLARK
 D NUMBER OF SECTIONS
 E UTIL. LOCATIONS (SEE CLARK CLARK)
 F STREETS (SEE CLARK CLARK)
 G DISTANCE TO UTIL. LOCATIONS
 H RECORD OF UTI LOTS

FINAL PLAT
OF
WOODARD'S CREST LAKE SUBMISSION NO. 4
ST. JOSEPH, ILLINOIS
 A PART OF THE SOUTHWEST QUARTER OF
 SECTION 12, TOWNSHIP 19 NORTH, RANGE 10 EAST OF THE 9RD PM

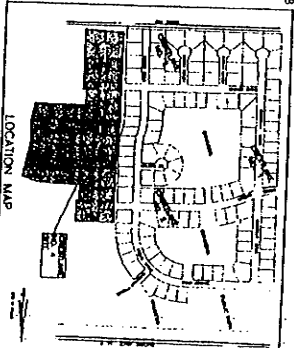
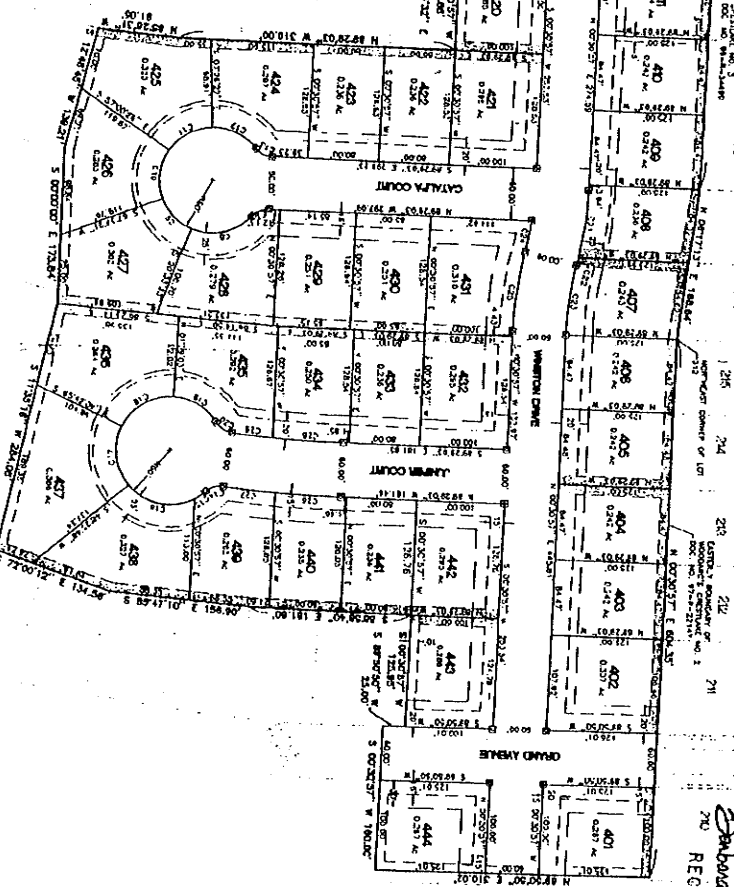
4000R02064
 DOC #
 CHAMPAIGN COUNTY, ILL

20NO JUN 31 AM 9 44
 Barbara D. S. 800
 RECORDER 218

LOT	AREA	BEARING	DISTANCE	AREA	BEARING	DISTANCE	AREA	BEARING	DISTANCE
C1	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C2	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C3	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C4	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C5	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C6	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C7	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C8	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C9	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C10	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C11	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C12	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C13	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C14	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C15	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C16	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C17	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C18	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C19	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C20	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C21	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C22	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C23	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C24	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C25	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C26	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C27	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C28	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C29	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C30	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C31	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C32	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C33	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C34	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C35	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C36	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C37	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C38	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C39	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C40	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C41	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C42	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C43	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C44	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C45	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C46	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C47	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C48	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C49	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			
C50	12.100	S 78° 00' 00" W	100.00	12.100	S 78° 00' 00" W	100.00			



This is the Final Plat of the Woodard's Crest Lake Subdivision No. 4, a part of the southwest quarter of section 12, township 19 north, range 10 east of the 9th PM, St. Joseph, Illinois. The plat was prepared by the undersigned and is hereby certified to be correct and true.



- NOTES**
1. Contour shading is 1 foot.
 2. Easements for utility lines are shown.
 3. Easements for utility lines are shown.
 4. Easements for utility lines are shown.
 5. Easements for utility lines are shown.
 6. Easements for utility lines are shown.
 7. Easements for utility lines are shown.
 8. Easements for utility lines are shown.
 9. Easements for utility lines are shown.
 10. Easements for utility lines are shown.

CHAMPAIGN COUNTY, ILLINOIS
 SHAWNEE'S CERTIFICATE
 I, Shawnee, the undersigned, do hereby certify that the foregoing is a true and correct copy of the final plat of the Woodard's Crest Lake Subdivision No. 4, as shown on the attached plat, and that it is correct and true in accordance with the provisions of the Illinois Land Surveying Act, Chapter 100, ILCS 100/1-100/20, as amended.

SAUL J. COCHRAN
 No. 0120
 State of Illinois

Date: April 1, 1997



2000R02064

WOODARD'S CRESTLAKE
SUBDIVISION NO. 4
OWNER'S CERTIFICATE AND
RESTRICTIVE COVENANTS

DOC # _____
CHAMPAIGN COUNTY, ILL

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN-)

2000 JAN 31 AM 9 44

Barbara C. Jones
RECORDED

OWNER'S CERTIFICATE

WOODARD DEVELOPMENT CORP., an Illinois corporation, being the legal owner (herein the "Owner") of the following described real estate:

see Exhibit "A" attached,

has caused the same to be surveyed by David E. Atchley, Illinois Professional Land Surveyor No. 3202, and has subdivided said real estate into lots, streets, and utility and drainage easements as indicated on the annexed plat, (herein the "Plat") bearing the Certificate of said Merle E. Ingersoll, Jr., under date of Dec 1, 1999, said subdivision to be known as WOODARD'S CRESTLAKE SUBDIVISION NO. 4 and to be part of a larger development comprised of other subdivisions platted under the name of WOODARD'S CRESTLAKE by Owner or his successors and assigns (herein collectively known as "WOODARD'S CRESTLAKE SUBDIVISIONS"), situated in the Village of St. Joseph, Champaign County, Illinois.

Owner hereby grants and dedicates for the use of the public as streets, driveways, and courts all of the streets, driveways, and courts shown on said Plat, and each of said streets, driveways, and courts shall be hereafter known by the respective names designated thereon.

Owner hereby dedicates perpetually the tracts shown on the Plat as utility and drainage easements to the public for use by utilities for public utility purposes, including but not limited to water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television, or any other similar use that the public entity in whose jurisdiction the easement lies deems a utility. All such utility improvements shall be located underground.

An owner of easement rights hereunder, including the Village of St. Joseph, shall have the right to authorize persons to construct, occupy, maintain, use, repair, and reconstruct utilities within said easement and to maintain or authorize the utility to maintain said easement free from buildings, fences, structures, and obstructions of any kind whatsoever, except as noted herein. No person shall obstruct said easement unless the entity with authority to do so authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law or in a drainage easement, shall not be considered an obstruction of the easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as a result of use or maintenance of the easement for utility purposes. The cost of removing unauthorized obstruction shall be borne by the owner of the property on which said obstruction is located. No owner of easement rights hereunder shall fill, grade, or obstruct drainage swales so as to negatively impact drainage flow in the subdivision.

The owners of coextensive easement rights shall first determine whether improvements have been constructed by another authorized entity before commencing construction or maintenance hereunder, and shall construct and maintain improvements in a manner so as not to disturb, damage, or impede other pre-existing utility or drainage improvements. Breach of the foregoing requirement shall entitle the party suffering damage to recover from the breaching party all costs of repair, as well as cost of collection of same, including reasonable attorney fees.

The owners of easement rights granted hereunder, other than the Village of St. Joseph, hereby indemnify, hold harmless, and defend Owner, its successors and assigns, and the lot owners against any and all claims, suits, or damages (including court costs and reasonable attorney fees incurred by the indemnified party) or causes of action for damages, and against any orders, decrees, or judgments which may be entered in respect thereof, as a result of any alleged injury to person and/or property or alleged loss of life sustained as a result of the use of the easements granted hereinabove to or by the indemnifying party, its licensees, invitees, lessees, sublessees, successors, and assigns.

The owners of easement rights granted hereunder will not cause or permit the escape, disposal or release on the subject real estate of Hazardous Substances, nor will such owners do or allow anyone else to do anything that is in violation of any Environmental Law. "Hazardous Substances" are those substances defined as toxic or hazardous substances, wastes, or materials by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection. The owners of easement rights granted hereunder other than the Village of St. Joseph hereby indemnify, hold harmless, and defend Owner, its successors and assigns, and the lot owners from and against any and all loss, penalty, fine, damage, liability or expense (including, without limitation, court costs and reasonable attorney fees) arising or resulting from or in any way connected with the breach of the foregoing obligations by such owners of easement rights.

Acceptance of the foregoing grants of easement or use of said easements by public or private utilities shall bind such party to comply with any obligations set forth herein regarding use of such easement areas.

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. Notwithstanding the foregoing, all lot owners must recognize that the following restrictions are in addition to all applicable laws and ordinances which affect the subject real estate, including the ordinances of the Village of St. Joseph, and all lot owners are required to comply with such laws and ordinances, which may impose more restrictive requirements than provided herein.

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 Woodard Development Corp., an Illinois corporation, its successors or assigns, having its principal office at 227 E. Lincoln Street, St. Joseph, Illinois.

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.

Dwelling Unit: A structure or portion thereof designed and constructed for the residential use of one household.

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 in Lots 401 through 444 inclusive. 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: The areas to be conveyed to and owned by the Woodard's Crestlake Homeowners' Association as defined by the Plat which include, without limitation, an existing lake, a proposed lake and storm water detention basins, upon the sale of two-thirds of the lots in Woodard's Crestlake Subdivision No. 3 by the Owner, its successors and assigns.

Subdivision: Woodard's Crestlake Subdivision No. 4, Village of St. Joseph, Champaign County, Illinois.

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

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

AREA OF APPLICATION

The covenants, in their entirety, shall apply to Lots 401 through 444 inclusive of **WOODARD'S CRESTLAKE SUBDIVISION NO. 4**, Village of St. Joseph, 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 401 through 444 inclusive, a private garage for not more than three (3) cars per dwelling unit, and other accessory buildings incidental to residential use of the premises.

2. **Architectural Control:**

a. **Committee Membership** - The Architectural Control Committee shall initially be composed of three persons as follows:

Mr. John Kelso
607 Cedar Dr.
St. Joseph, IL 61873.

Mr. Kevin White
606 Chestnut Dr.
St. Joseph, IL 61873

Mr. Vern Ingram
506 Chestnut Dr.
St. Joseph, IL 61873.

A two-thirds majority shall be required for committee action. 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. At any time, the then record owner of 75% of the lots in the Woodard's Crestlake Subdivisions shall have the power by a duly

recorded instrument to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties.

b. Powers: It is the purpose of Architectural Control to promote the residential development of Woodard's Crestlake Subdivision No. 4 and the Woodard Crestlake Subdivisions already platted or to be platted in the future and to enhance property values; therefore, the Architectural Control 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 not be unreasonably withheld.

The Architectural Control Committee shall have the power to increase or reduce side, front, and rear yard requirements, for purposes of these covenants, in the same percentages as variances are allowable by the Zoning Ordinance of the Village of St. Joseph, as amended from time to time. Notwithstanding the foregoing, any required variance under the Village of St. Joseph Zoning Ordinance shall still be required.

The members of the Architectural Control Committee shall not be held personally liable for any judgment made by such committee.

c. Procedures:

(i) Building Plans, etc.: No building, planting, dwelling, fence or other structure (including, but not limited to, antenna systems) or excavation 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 proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, 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 of the building site shall have been submitted in triplicate to and approved by the Architectural Control 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 Control Committee.

(ii) Approval by Architectural Control Committee: The Architectural Control Committee shall, upon request, and after satisfactory completion of improvements, issue its certificate of completion. If the committee fails to approve or reject any plan or matter requiring approval within fifteen (15) days after plans or specifications have been submitted to it, or in any event if 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.

(iii) Right of Inspection: During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Architectural Control 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.

(iv) Waiver of Liability: (a) The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, 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 other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site.

(b) 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, for 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 matter, whether or not the same has been approved by the said committee or any member thereof, or the present owner of said real estate.

(v) Constructive Evidence of Action by Architectural Control Committee: Any title company or person certifying, guaranteeing, or insuring title to any 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 Control Committee and such certificate shall fully protect any purchaser or encumbrances in good faith in acting thereon.

3. Minimum Dwelling - Quality and Size: No dwelling unit shall be permitted on any site unless it includes a garage. The Architectural Control Committee, however, shall have the power to waive the requirement of a garage. No one-story dwelling shall occupy a total floor area of less than 1,400 square feet, and no dwelling having more than one story shall occupy a total floor area of less than 1,800 square feet. In computing the floor areas of a dwelling for the purpose of applying this restriction, attached enclosed garages shall not be considered to be a part of a one-story dwelling.
4. Building Location: No building shall be located on any lot except within the building lines as shown upon the recorded Plat; and in accordance with the Zoning Ordinance of the Village of St. Joseph, unless said building is constructed on two or more lots, in compliance with the Village of St. Joseph Zoning Ordinance and/or other applicable ordinances.
5. Easements: Easements for the installation and maintenance of utilities and drainage facilities whether above or below ground are reserved as noted on the recorded Plat. No structure shall be erected, placed or allowed to remain over areas reserved for easements which would damage or interfere with the construction or maintenance of said utilities or interfere with drainage or drainage easements. All connections to utility services shall be made underground. Any required above ground appurtenances to the underground utility system shall be located within six feet of said lot lines.
6. Percentage of Lot Coverage: All buildings on a building site, including accessory buildings, shall not cover more than thirty-five percent (35%) of the building site. If local zoning allows maximum lot coverage of less than 35%, local zoning will prevail.
7. Permissible Building - Order of Construction: All buildings erected on any building site shall be constructed of material of quality suitably adapted for use in the construction of residences, and no building or buildings shall be moved to and placed upon said premises. Accessory buildings shall not be erected, constructed or maintained prior to the erection of 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.
8. 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 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.
9. Temporary Structures: No structure of a temporary character, trailer, basement, shack, garage, barn or other out-building shall be used on any lot as a residence at any time 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 one (1) square foot; one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying, soil stripping, or mining operations of any kind shall be permitted upon or in any lot, and no oil wells, tanks, tunnels, mineral excavations or shafts shall 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.
12. 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 any commercial purpose.

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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored in a manner either inside a garage or other building or below ground so as not to be visible from other property. In the event any lot owner fails to comply with the provisions of this paragraph 13, the Woodard's Crestlake Homeowners' Association (the "Homeowners' Association") may give said lot owner written notice requesting cure of said violation. In the event the lot owner fails to cure said violation within 15 days of the date of the written notice, the Homeowners' Association shall have the right to enter onto the property and remove said refuse and charge the lot owner for the costs thereof. The Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charges, as well as any administrative and reasonable attorney fees incurred by the Homeowners' Association pursuant thereto.

14. 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 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. In the event the lot owner fails to comply with the provisions of this paragraph 14, the Homeowners' Association may give said lot owner written notice requesting cure of said violation. In the event the lot owner fails to cure said violation within fifteen (15) days of the date of the written notice, the Homeowners' Association shall have the right to enter onto the property and remove said materials and charge the lot owner for the costs thereof. The Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charge as well as administrative and reasonable attorney fees incurred by the Homeowners' Association pursuant thereto.

15. 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 connecting a point thirty (30) feet on the street property line outward from the edge of the driveway and a point on the edge of the driveway ten (10) feet from the street property line.

16. Sewerage System / Water System: No individual on-site sewerage disposal system or water supply well shall be installed or maintained on any lot.

17. Off-Street Parking: All property owners shall provide and use at all times off-street parking for the number of automobiles in use by the owner or resident on the property. At least two (2) off-street parking spaces shall be provided for each dwelling unit. All property owners or residents in Woodard's Crestlake Subdivision No. 4 owning or possessing trucks, boats, or recreational vehicles which they desire to park in the Subdivision shall provide and use an enclosed garage for the storage of such trucks, boats, or vehicles when not in use.

18. Sidewalks and Driveways: Each property owner shall repair and maintain in good condition any sidewalk provided for his respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Until such acceptance by public authorities, any defective sidewalk which requires repair or replacement shall be repaired or replaced in accordance with the construction plans prepared by HDC Engineering, Inc. for Woodard's Crestlake Subdivision No. 4. Driveways to the street shall be constructed of concrete, asphalt, or brick materials unless otherwise approved by the Architectural Control Committee, and shall comply with the requirements of the Village of St. Joseph.

19. Nuisances: No noxious or offensive 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; weeds on vacant lots shall be cut at minimum between May 1 and May 15, June 15 and June 30, and again between September 1 and September 15 in each year. If the lot owner fails to do so, the Architectural Control Committee or the Homeowners' Association may cause weeds to be cut and a lien may be filed against the property for weed mowing, not to exceed the actual cost of completion plus 20% of the cost for handling charges.

20. Waiver: The failure of the Architectural Control Committee, any building site owner, the Village of St. Joseph, or the present owner of 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 restrictions, condition, covenant, reservation, lien, or charge.

21. Term: Unless amended as provided in Paragraph 23, these covenants are to run with the land and shall be binding upon all parties and all persons under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

22. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or person(s) violating or attempting to violate any covenant, either to restrain or to recover damages. Each lot owner, the Owner, and the Homeowners' Association shall have standing to enforce these restrictive covenants. In addition, the Village of St. Joseph shall have standing to enforce any provision herein regarding drainage easements or drainage swales. The prevailing party in any suit for the enforcement of these covenants shall be entitled to recover their reasonable costs and attorney fees.

23. Authority to Amend or Release Covenants: The owners of legal title to record of seventy-five percent (75%) of the building sites in Woodard's Crestlake Subdivisions shall have the authority at any time to release or amend all or any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area, and such release or amendment shall become effective upon receipt of approval by the Plan Commission and Village Board of the Village of St. Joseph (as required pursuant to the Village of St. Joseph Subdivision Ordinance, Section 11-2-4) and the recording of such amendment or release in the Recorder's Office of Champaign County, Illinois.

Notwithstanding the foregoing, in the event Section 11-2-4 (or a corresponding section) of the Village of St. Joseph Subdivision Ordinance is amended or repealed after the date of recording of this Owner's Certificate and Restrictive Covenants, the foregoing requirement to obtain the consent of the Plan Commission and Village Board of the Village of St. Joseph to amend or release these covenants shall be amended or repealed accordingly.

24. Homeowners' Association:

(a) Formation and Membership. It is understood that the Woodard's Crestlake Homeowners' Association (the "Homeowners' Association") has been incorporated. The owners of lots 401 through 444 in the Woodard's Crestlake Subdivision No. 4 agree to accept membership in said Association and to be bound by the rules and regulations of said Association and to maintain membership therein so long as such ownership is retained. Lot owners shall be entitled to one vote per lot, and membership shall be transferred upon the transfer of each lot.

(b) Purpose. A primary purpose of said Association will be to provide for the ownership, development, maintenance, upkeep, operation and management of the common areas in Woodard's Crestlake Subdivisions, as well as any under drains and appurtenances constructed within Woodard's Crestlake Subdivisions, as shown in the plans and specifications prepared by HDC Engineering, Inc., the Owner's engineer, which plans have been approved by the Village of St. Joseph.

(c) Assessments. No assessments are due to said Homeowners' Association for each lot until said lot has been sold by the Developer. All subsequent assessments will be made by the lot owner. Each lot owner in Woodard's Crestlake Subdivisions 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 Homeowners' Association shall submit to the lot owner an invoice indicating the total cost of such assessment item and the lot owner's pro rata share. The lot owner shall pay such assessment to the Homeowners' Association within thirty (30) days of receipt of such invoice. Failure to timely pay the assessment shall entitle the Homeowners' Association to place assessment liens against any lot for any unpaid assessments;

moreover, said Homeowners' Association shall be entitled to recover reasonable attorney fees incurred in the filing and enforcement of such lien.

(d) Duties. The Homeowners' Association shall have the responsibility for maintaining the common areas including but not limited to the following duties:

- (i) Maintenance of the common areas;
- (ii) Dredging of the lakes;
- (iii) Remedying any contamination to the common areas;
- (iv) Contracting for all work directly or indirectly related to the above responsibilities including but not limited to construction, dredging, insurance, legal, accounting, engineering, or other consulting services.

(e) Powers. The Homeowners' Association shall have the following authority and powers:

- (i) Authority to place assessment liens against any lot for any unpaid assessments;
- (ii) Power and authority to enforce any and all covenants, restrictions, and agreements applicable to lots within Woodard's Crestlake Subdivisions as well as power to recover reasonable attorney fees in the enforcement of these covenants together with interest at a rate to be provided in the Homeowners' Association's Bylaws as may be in effect from time to time;
- (iii) Power to make reasonable rules and regulations and enforce same;
- (iv) Power to levy dues assessments for maintaining the common areas;
- (v) Power to incur and pay all incidental costs such as insurance, legal, accounting, engineering, or other consulting services;
- (vi) 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 common areas developed in the Woodard's Crestlake Subdivisions shall be subject to the rules and regulations established by the Woodard's Crestlake 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 common areas shall be conveyed to the Homeowners' Association upon the sale of two-thirds of the lots in Woodard's Crestlake Subdivision No. 3 by the Owner, its successors and assigns.

Each lot owner shall have a right and easement of enjoyment in the common areas in additional phases of Woodard Crestlake Subdivisions platted prior to or after the date of this Plat of Subdivision. No common areas exist in Woodard's Crestlake Subdivision No. 4

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

25. Separability: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens, or charges herein provided, or any part thereof, are invalid or for any reason become

unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, shall be thereby affected or impaired.

26. Vehicular Access Control: Certain of the lots in this Subdivision are subject to access control by vehicles. Such access control is located along U.S. Route 150 and identified on the Plat as "Vehicular Access Control". No driveways for vehicular access onto public streets or alleys shall be constructed in the Vehicular Access Control areas.

27. Construction: During any period of construction or repair the lot owner responsible for such construction and repair shall maintain proper safety procedures, including appropriate construction barriers. Any construction use of easement areas for ingress and egress shall be minimized so as to not interfere with traffic and so as not to create offensive dust, debris, noise or fumes. Any damage to common areas or private lots, wherever located, caused by construction traffic shall be promptly repaired by the lot owner so as to place such damaged area in the condition which existed immediately prior to the construction period. If, during any phase of construction activities, disruptions occur which obstruct or otherwise negatively affect the traffic flow or activities of the other lot owners, the Architectural Control Committee may direct the lot owner to immediately cease and desist using the contractors or subcontractors causing said disruption and the lot owners shall promptly comply with such direction. Failure by such lot owner to comply shall entitle the Architectural Committee to a preliminary restraining order and an injunction restraining the lot owner from continuing construction until the disruptions are remedied by the lot owner and such contractors and subcontractors.

28. Hazardous Waste: No lot owner shall cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in their respective lot. Lot owners shall not do, nor allow anyone else to do, anything affecting their lot that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on their lot of small quantities of Hazardous Substances that are generally recognized to be appropriate to maintenance of the premises.

Lot owners shall promptly give the Homeowners' Association written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving their lot and any Hazardous Substance or Environmental Law of which lot owners have actual knowledge. If the lot owners learn, or are notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting their lot is necessary, the lot owners shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 28, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 28, "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection.

29. Drainage Swales. No lot owner shall fill, grade, or obstruct drainage swales so as to negatively impact drainage flow in the Subdivision. Breach of this covenant shall entitle the Woodard's Crestlake Homeowners' Association or the Village of St. Joseph to cause such affected area to be regraded and charge said lot owner for the costs thereof. Woodard's Crestlake Homeowners' Association shall have the right to file and enforce a lien against said lot for the amount of said charges, as well as any administrative fees and reasonable attorney fees incurred by the Woodard's Crestlake Homeowners' Association pursuant thereto.

IN WITNESS WHEREOF, this instrument has been executed on this 3 day of Dec, 1999 ^{PCW}
~~1998~~

OWNER:

WOODARD DEVELOPMENT CORP.,
an Illinois corporation

Attested to:

By: Ralph E. Woodard
Its: President

By: Beatrice H. Woodard
Secretary

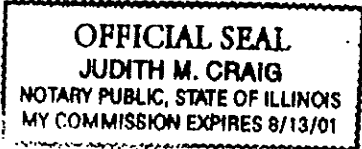


STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Judith M. Craig, a Notary Public in and for said County and State, certify that Ralph E. Woodard and Beatrice H. Woodard, personally known to me to be officers of Woodard Development Corp., as above described, and personally known to me to be the same persons who executed the foregoing instrument as such officers of said corporation, appeared before me this day in person and acknowledged that they signed, affixed the corporate seal to, and delivered this instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 3rd day of December, ¹⁹⁹⁹~~1998~~ Ren

Judith M. Craig
Notary Public



Prepared by and return to:
McDonald & Reeves Law Offices
2504 Galen Dr., Suite 103
Champaign, IL 61821

c:\woodard\crstlkcov4

00R02064
00R02064

EXHIBIT A

WOODARD'S CRESTLAKE NO. 4

LEGAL DESCRIPTION

A tract of ground being a part of the Southwest Quarter of Section 12, Township 19 North, Range 10 East of the Third Principal Meridian, the boundary of which is described as follows:

Beginning at the Southeast corner of Lot 320 of Woodard's Crestlake Subdivision No. 3, as recorded at the Champaign County Recorder's Office on Document Number 98-R-34499; thence along the Easterly boundary of said Woodard's Crestlake Subdivision No. 3 on the following described courses: North 00° 30' 57" East 729.30 feet; North 06° 17' 13" East 168.64 feet to the Northeast corner of Lot 312; thence along the Easterly boundary of Woodard's Crestlake No. 2, as recorded at the Champaign County Recorder's Office on Document No. 97-R-22147, North 00° 30' 57" East 604.35 feet; thence North 89° 50' 50" East 310.02 feet; thence South 00° 30' 57" West 160.00 feet; thence South 89° 50' 50" West 25.00 feet; thence South 00° 30' 57" West 125.95 feet; thence South 88° 58' 40" East 181.60 feet; thence South 85° 47' 10" East 156.90 feet; thence South 72° 00' 12" East 134.56 feet; thence South 11° 35' 16" West 284.08 feet; thence South 00° 00' 00" East 173.84 feet; thence South 12° 48' 45" West 139.21 feet; thence North 85° 26' 31" West 91.05 feet; thence North 89° 29' 03" West 310.00 feet; thence South 00° 30' 57" West 123.68 feet; thence North 89° 45' 32" East 25.00 feet; thence South 00° 30' 57" West 474.30 feet to the Northerly line of U. S. Route 150 as dedicated in accordance with said Woodard's Crestlake Subdivision No. 3; thence along said Northerly line North 87° 02' 40" West 310.28 feet to the Point of Beginning, encompassing 16.417 acres, more or less, situated in Champaign County, Illinois.

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) SS County Clerk's Certificate

I, THE UNDERSIGNED, County Clerk in and for the County of Champaign and the State of Illinois, do hereby certify that I find no delinquent taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the following described tract of land, as appears from the records in my office, to-wit:

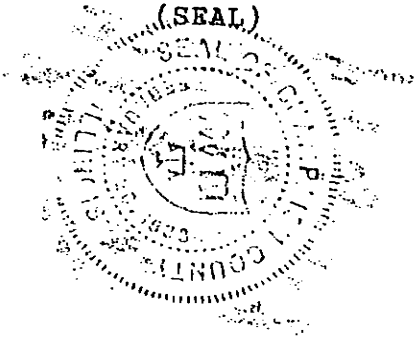
WOODARD'S CRESTLAKE SUBDIVISION, NO. 4
VILLAGE OF ST. JOSEPH
CHAMPAIGN COUNTY, ILLINOIS

See Attached Exhibit "A"

- PIN #28-22-12-300-003 & 004 - 1995
- PIN #28-22-12-300-005 & 006 - 1996 & 1997
- WOODARD'S CRESTLAKE SUBS 1,2 - 1998
- 28-22-12-300-007 - 1998

Given under my hand and seal this 28 day of October 1999

Mark Skelden
County Clerk of Champaign County



00R02064
00R02064

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SCHOOL DISTRICT STATEMENT

Pursuant to Public Act Number 286, 765 ILCS 205/1.005, WOODARD DEV. CORP. XXX an IL CORP., owners of the following described tract of land:

Woodard's Crestlake Subdivision No. 4
Village of St. Joseph
Champaign County, Illinois,

more particularly described on the attached Exhibit A,

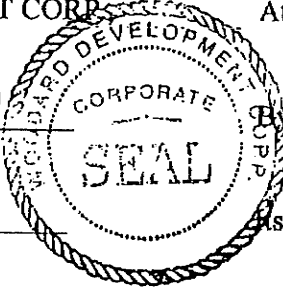
do hereby state that to the best of our knowledge the aforesaid subdivision lies in the COMMUNITY CONS. GRADE School District. #169 and ST. JOSEPH-OGDEN HIGH SCHOOL DISTRICT #305

IN WITNESS WHEREOF, the undersigned have executed this School District Statement this 22ND day of NOVEMBER, 1999.

WOODARD DEVELOPMENT CORP. an Illinois corporation

Attested to:

By: Ralph E. Woodard
Ralph E. Woodard



By: Beatrice H. Woodard
Beatrice H. Woodard

Its: President

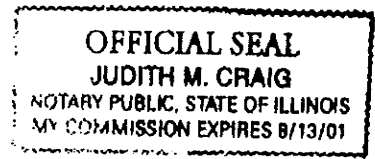
As: Asst. Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Judith M. Craig, a Notary Public in and for said County and State, certify that Ralph E. Woodard and Beatrice H. Woodard, individuals, personally known to me to be the same persons who executed the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered this instrument as their free and voluntary act, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 22nd day of November, 1999.

Judith M. Craig
Notary Public



Prepared by ~~and return to~~
McDonald & Reeves Law Offices
2504 Galen Dr., Suite 103
Champaign, IL 61821
Phone: (217) 398-2242

EXHIBIT A

WOODARD'S CRESTLAKE NO. 4 LEGAL DESCRIPTION

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201 W. Springfield Ave., Suite 300
P.O. Box 140
Champaign, Illinois 61824-0140
BUS. (217) 352-6976
FAX (217) 358-0570

2201 Eastland Drive, Suite 3
Bloomington, Illinois 61704
BUS. (309) 661-9400
FAX (309) 661-0039

RECORDING AGENT DESIGNATION

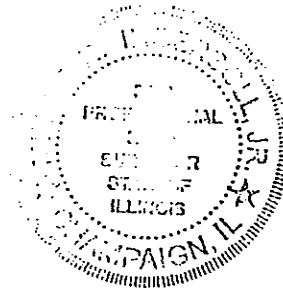
STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

I, Merle E. Ingersoll, Jr., Illinois Professional Land Surveyor Number 3202, in accordance with PAB7-0705 (The Plat Act) do hereby designate Ralph Woodard or a representative for the Village of St. Joseph as the agent who may record "Woodard's Crestlake Subdivision No. 4". A true copy of which has been retained by me to assure no changes have been made to said plat.

Champaign County, Illinois

Dated: December 7, 1999

Merle E. Ingersoll, Jr.
Merle E. Ingersoll, Jr.
Illinois Professional Land Surveyor No. 3202
License Expires: November 30, 2000



2000R02064

DOC # _____
CHAMPAIGN COUNTY, ILL

2000 JAN 31 AM 9 44

Barbara A. Pracca
RECORDER

Woodard's Crest Lake Sub #4

DATE 1-25-2000

INSTRUMENT Plat

DESCRIPTION SW 1/4 12-19-10

RETURN TO: Ralph Woodard 469-2112

FEE:
$$\begin{array}{r} 16.00 \\ 3.00 \\ \hline 19.00 \end{array}$$