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PEORIA COUNTY
STATE OF ILLINOIS

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**PROTECTIVE COVENANTS AND
RESTRICTIONS RELATING TO
GLENHAVEN ESTATES**

08 19873

Date: JUL 02 2008

Peoria County Recorder
Rental Housing Support
Program Fund Surcharge: \$10.00

Prepared by and Return to:
Chad A. Ritchie
Ritchie Law Office, Ltd.
2205 E. Washington, Ste A
Bloomington, IL 61704
Ph: (309) 664-5535
Fax: (309) 664-5051

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PROTECTIVE COVENANTS
AND RESTRICTIONS
RELATING TO
GLENHAVEN ESTATES
PEORIA, ILLINOIS

KNOW ALL PEOPLE BY THESE PRESENTS:

LFH-100, L.L.C., an Illinois Limited Liability Company ("LFH" or "Developer") and O'CONNOR HOMES-REALTY, L.L.C. ("O'Connor"), being the respective owners of said land herein described, of Glenhaven Estates (and/or additions thereto), and being desirous of subjecting said property to the restrictions, covenants, reservations, and charges hereinafter set forth ("Covenants and Restrictions"), each of which shall inure to the benefit and pass with said property and each and every parcel and lot thereof, and shall apply to and bind the undersigned and its successors and assigns, hereby declares that the property described in Clause I hereof is held and shall be transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, and charges hereinafter set forth.

CLAUSE I

The real property which is and shall be held and which shall be transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, and charges with respect to the various portions thereof set forth in the several clauses and subdivisions of this declaration, is situated in the City of Peoria, County of Peoria, State of Illinois, and is more particularly described as follows, to-wit:

(SEE "EXHIBIT A" ATTACHED HERETO)

Said property and lots above described to be identified as "the Subdivision" for the purposes of this instrument.

The Developer reserves the right, from time to time as provided by the subdivision ordinances in the City of Peoria, Illinois, to Plat the Subdivision in stages known as additions. These Covenants and Restrictions shall apply to the original subdivision and all additions thereto involved in the development of the real estate described in Exhibit A.

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CLAUSE II

To insure the best use and most appropriate development and improvement of each building site therein; to protect the owners of building sites against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate set-backs from streets and adequate free-spaces between structures; to coordinate grade-lines in conformance with such plans as prepared by Farnsworth Group, Inc.; and in general to provide adequately for a high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of building sites therein, the real property described in Clause I is hereby subject to the following conditions, restrictions, covenants, reservations, and charges, to-wit:

A. LAND USE AND BUILDING TYPE. Lots 100-105, 108-112; 114, 115, 117-125; shall be used for residential purposes only ("Residential Lots"). No other building shall be erected, placed or permitted to remain other than a single family dwelling on the Residential Lots. Lots 126-129 shall be used for commercial purposes only ("Commercial Lots").

B. MINIMUM SQUARE FOOTAGE. The minimum square footage of living space (exclusive of enclosed porch, breezeway, or garage) above the ground of each residence constructed on the Residential Lots shall be as follows:

RANCH-STYLE (Square feet on one level) -----1,400

TWO-STORY (Square feet on top two floors) -----1,800

CAPE COD (Square feet on main floor) -----1,200

OTHER PLANS - Square footage to be approved in writing by Developer.

C. APPROVAL OF PLANS. All building plans in the Subdivision for both Residential Lots and Commercial Lots must be approved in writing by Developer.

D. GRADE ELEVATION CONTROL. No building initially shall be erected and placed on any lot until the location of the structure on the lot, topography, and finish grade elevation shall have been approved in writing by the Developer or its duly authorized agent. Said approval shall be received prior to obtaining any building or excavation permit.

The minimum finish grade and the front foundation of the house shall be as established by the grade map prepared by Farnsworth Group, Inc. and accepted by the City of Peoria so as to provide the minimum requirement above the top of the curb at the center of the lot.

Lot owner agrees to assume any responsibility for manhole variations that might be required as a result of lot owner's grading, to make such adjustment, and to pay the actual costs of making said adjustment within ninety (90) days following written notice from the Developer.

E. GARAGE REQUIREMENTS. Each Residential Lot must be improved with not less than a two-car garage no more than a three-car garage attached to the residence, and each garage shall have a paved driveway from the street to the garage.

F. CONSTRUCTION MATERIALS. New building materials shall be used on construction. No completely modular construction shall be allowed; however, pre-cut and/or preassembled components may be used. On Residential Lots, the front of the house shall have a minimum of 250 square feet of brick on the exterior.

Developer reserves the right to deny the use of any exterior type materials not thought to be in the best interest of the neighborhood and Glenhaven Estates specifically. Developer shall have the right to approve other material(s) for front of a home in its sole discretion.

No concrete or concrete block foundation shall be exposed to an excessive height, taking into account the type of construction involved.

G. FOUNDATION REQUIREMENTS. All Residential Lots shall have basements or crawl spaces, and no construction shall be allowed on slabs.

H. FOOTING TILE REQUIREMENTS. Footing tile systems shall be installed off the footings and so that the bottom of the inside diameter is a minimum of one-half inch below the top of the footings.

Neither footing tile nor downspouts shall be connected to the sanitary sewer system; no surface water shall be allowed in the footing tile drainage system, except upon written approval of developer.

I. SET-BACK REQUIREMENTS. All residences on Residential Lots shall be set back from the front lot line a minimum of 25 feet; interior lots shall have a minimum side yard of 6 feet, and corner lots shall have a minimum side yard on the street side of 25 feet.

J. DETACHED BUILDINGS. No detached out-buildings shall be constructed or permitted in the Subdivision on Residential Lots.

K. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, or garage shall be used on any lot at anytime as a residence, either temporarily or permanently. No building shall be occupied until the exterior surface has been completed, including final painting if such construction calls for same.

L. SURPLUS DIRT. No surplus dirt shall be removed from the subdivision, and any surplus dirt arising from construction shall be dumped in an area provided for by developer, except as otherwise provided in writing by Developer.

M. GRASS REQUIREMENTS. All Residential Lots must be sodded in front yard and seeded in side and rear yards. Sod is acceptable in side and rear yards without prior written approval from the Developer. Developer shall reserve the right to grant written approval to seed front yard of any lot with adequate irrigation systems. Any other variation must be approved in writing by developer.

N. FENCES AND WALLS. No boundary fence shall be built upon said premises more than six feet (6') in height from the ground. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building set back line. Any boundary fence constructed upon the premises must be a minimum of six inches (6") inside the property line of the party so constructing same. All boundary fences shall be constructed of black chain link, black wrought iron, black aluminum, black plastic ornamental or other material approved in writing by the Developer and such approval is a condition precedent to the commencement of construction. No fences or walls constructed of wood shall be allowed in the Subdivision. No fence or privacy wall around an exterior hot tub, Jacuzzi or patio shall be any material other than white vinyl fencing or an alternative material approved in writing by Developer.

O. UTILITY SERVICES. All buildings on said premises must be supplied by underground electrical systems and utility distributions systems and services.

P. LOT MAINTENANCE. All lot owners shall maintain the lots in such manner as to keep grass and weeds mowed so that they do not exceed a height of eight inches (8"). A failure of lot owner to comply with this provision shall authorize Developer, without notice to the lot owner, to have the lot mowed and to charge the cost thereof to the lot owner, and to take legal action against the lot owner to collect for the cost of mowing if the same has been paid by Developer, and further to collect from the lot owner all court costs and reasonable attorney's fees incurred in collecting the mowing charge whether through negotiation or litigation.

Q. PETS. No pets shall be kept in exterior pens or cages, and only common household pets shall be allowed; no commercial or barnyard animals shall be allowed in the Subdivision.

R. PARKING RESTRICTIONS. No trucks, travel trailers, recreational type vehicles, mobile homes, boats, boat trailers, motor bikes or trail bikes, etc. shall be kept on the lot or in the subdivision except entirely within the garage.

S. BURNING TRASH, ETC. Trash, garage, paper, or other waste shall not be burned on the premises outside of the residence.

T. INTOXICATING LIQUOR. No intoxicating liquor shall be sold on said premises,

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nor shall there be any commercial use permitted on any residential lot.

U. SIGNS. No billboards or advertising signs, whether on a separate structure or on buildings, shall be located on the Residential Lots, except those permitted by city ordinance, subdivision identification signs installed by developer, and the usual contractor, real estate, and house promotion signs during initial construction. No interior advertising or signage shall be visible from the exterior. One customary unlighted for sale sign may be permitted on the premises when a home is for sale, whether placed by a realtor or homeowner. The Developer reserves the right to approve any signage for the commercial lots.

V. RECREATIONAL FACILITIES. Any recreational facility, such as a swimming pool, tennis court, etc. would require written approval by the Developer. No pools above ground level will be permitted under any circumstances.

W. SATELLITE DISHES. No satellite dishes greater than 24" in diameter or other similar type transmission and/or reception facilities shall be allowed on Residential Lots, whether attached to any structure or free-standing except as may be approved by Developer in writing. No reception or transmission device for television signals or other purposes shall be placed on the front of a home so long as there exists an alternative location not on the front of the home that would provide an adequate signal.

X. DRIVEWAY, SIDEWALK, CURB, AND GUTTER DAMAGE. All driveway aprons (being that portion of the driveway from the street to the property line) shall be of concrete. The lot buyer agrees to be responsible for the installation of the Town sidewalk. In the event that same is broken or in any way damaged during any construction on the above-described lot, the lot owner agrees to assume the responsibility for same and to pay the actual costs of repair or replacement of same, even though title to the property has transferred. Said repairs must be done within ninety (90) days following written notice by Developer and/or the City of Peoria.

Y. PERFORMANCE TIME REQUIREMENTS. Purchasers of lots from Developer specifically agree that if they have not started construction of a residence on the property contracted for within two (2) years from the date of said contract, then in such event Developer is herewith given the exclusive right and option to repurchase said lot for the price paid Developer, free and clear of any and all liens or encumbrances due to the actions of the purchasers. In the event of such repurchase, taxes shall be prorated to the date of repurchase. This provision is set forth to help speed the development of the overall subdivision, and purchasers acknowledge and agree to comply with the same in total. Construction of the residence on the lot must be completed within one year of commencement.

Z. COMMERCIAL LOTS. A Commercial Lot that does not use the retention basin shared by other lots in the Subdivision shall not be required to pay any fees toward the upkeep and maintenance of said retention basins to the Developer or Homeowner's Association.

AA. MISCELLANEOUS. Notwithstanding the terms set forth in Section 3 of Clause IV, Developer shall have the unilateral right to change, alter, or amend these covenants and to approve

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variations from these covenants on a case by case basis so long as Developer owns at least one lot in the Subdivision and the variations promote the stated purpose and intent of these covenants and would reasonably be construed as an upgrade to the existing covenants. Developer shall amend the Covenants and Restrictions pursuant to Clause II (Z) by duly recording an instrument executed by Developer.

CLAUSE III

When seventy (70) percent or more of the lots in the Subdivision or additions as platted by the undersigned, have been sold by Developer, its successors or assigns, the undersigned agrees that it will within ninety (90) days cause a corporation not for pecuniary profit to be formed under the laws of the State of Illinois to be known as Glenhaven Estates Homeowner's Association, ("Homeowner's Association") or such other suitable name as may be available.

SECTION 1 – MEMBERSHIP

a. Each lot owner in the Subdivision, including the owners of the Commercial Lots shall be a member of the Homeowner's Association. No member shall be expelled or voting rights cancelled by Homeowner's Association provided however that no member shall be entitled to vote on any matter during such period of time that such member or his or her lessee is in default in the payment of any assessment owed to the Homeowner's Association. The Developer reserves the right to add members to the Homeowner's Association and to subject the Homeowner's Association to additional real estate, common area, outlots and duties by filing with the Peoria County Recorder of Deeds one or more declarations similar to this document for the future additions to Glenhaven Estates, City of Peoria, Peoria County, Illinois.

b. Membership in the Homeowner's Association shall not be restricted for any reason.

SECTION 2 - VOTING

a. Members may vote in person or by proxy.

b. The Homeowner's Association shall have two classes of voting members as follows:

CLASS A. Class A members shall be all owners with the exception of the Developer, and shall be entitled to one vote for each lot owned. When more than one person hold an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

CLASS B. The Class B member shall be the Developer, who shall be entitled to 5 votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. Class B members shall have no assessments owed to the Homeowner's Association.

SECTION 3 - DIRECTORS AND OFFICERS

a. As soon as conveniently possible after issuance of the corporate charter to the Homeowner's Association, a meeting shall be called pursuant to a written notice given by the incorporators of the Homeowner's Association to all owners of the lots.

b. At the first meeting so held five (5) Directors shall be elected by the Owners of all Lots.

c. The five (5) Directors so elected shall hold office until the first annual meeting to be held by the Homeowner's Association.

d. The five (5) Directors so elected shall immediately after the adjournment of the meeting of Homeowner's Association elect from their members a President, a Vice President, a Secretary, an Assistant Secretary and a Treasurer (hereinafter collectively referred to as "Board of Directors") and the business affairs of Homeowner's Association shall thereafter be managed by the Board of Directors elected by the owners of the lots.

e. In the event of a vacancy in the office of Director, due to death, resignation or no longer being the an owner of a lot, situated in any existing or future Subdivision to be platted by the undersigned, the remaining Directors shall elect a successor Director or Directors to serve for the unexpired term of the office to which he or she succeeds.

f. The Homeowner's Association, after its organization, shall have its annual meetings on the third Tuesday of January of each year and the Secretary of said Association shall notify all members in writing at least fifteen (15) days before the holding of said annual meeting of the time and place of the holding of said annual meeting.

g. The Homeowner's Association in addition to the foreclosure proceeding provided for below, has the right to institute actions in law against the owner or owners of said lots to recover any part of a special or annual assessment made by the Homeowner's Association and not paid by the owner or owners and members of the Homeowner's Association.

SECTION 4 - ANNUAL ASSESSMENT

a. The undersigned hereby covenants for each lot within the Subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be solely expressed in his deed, to pay the Homeowner's Association annual assessments and special assessments for capital improvements. Such assessment will be established and collected as hereinafter provided. The annual and special assessment, together with interest and judgment rate interest as permitted by statute, costs and reasonable attorney fees shall be charged on the land in a continuing lien on each lot against which such an assessment is made. Each assessment together with interest is provided herein, costs and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons, unless expressly assumed by them.

b. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer.

c. The annual assessment levied by the Homeowner's Association shall be exclusively used to promote the health, safety, welfare, and recreation of the residents in the Subdivision, and for the improvement and maintenance of the common areas and entrance signs situated in the

Subdivision. Annual assessments shall include:

- i. Maintenance and repair of the common areas.
 - ii. Liability insurance insuring the Homeowner's Association against any and all liability to the public, to any owners, or to the invitees or tenants of any owner arising out of the use of the streets, street lights, common areas and entrance signs.
 - iii. Workmen's compensation insurance to the extent necessary to comply with the Illinois Revised Statutes as made and provided.
 - iv. A standard fidelity bond covering all members of the Board of Directors of the Homeowner's Association and all other employees of the Homeowner's Association in an amount to be determined by the Board of Directors.
 - v. Any other materials, supplies, labor, insurance, taxes or assessments which the Homeowner's Association is required to secure pursuant to the terms of this declaration or by-law, or which shall be necessary or proper in the opinion of the Board of Directors of the Homeowner's Association, for the benefit of the lot owners or for the enforcement of these restrictions.
- d. Until the Homeowner's Association and not-for-profit corporation is formed and turned over to the lot owners, Developer shall be responsible for maintenance of the common areas as provided herein. The common areas will not be turned over to the Homeowner's Association until after inspection and approval by the City Engineer.
- e. The Developer and/or the Board of Directors as provided herein, may fix the annual assessments. Until such time as the Board of Directors is elected, the Developer may assess each Owner a maintenance fee for the maintenance as provided in these covenants as follows and initial maintenance fee fixed by the Board of Directors shall not be greater than \$100.00/year/building.
- f. When all lots are sold, the Board of Directors will establish a committee of not less than 3 members to set Rules and Regulations and a budget for Glenhaven Estates.
- g. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate as provided by legal judgment rate of interest per annum. The Homeowner's Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided herein.

CLAUSE IV

SECTION 1. All of the foregoing restrictions, reservations, and covenants shall run with the land and shall be binding upon all subsequent owners, and all restrictions, reservations, and covenants shall be enforceable by the Developer, Homeowner's Association, and each and every lot owner of any land subject to this Declaration, their respective successors, assigns, heirs, executors, administrators, and personal representative, for a period of twenty-five (25) years from the date this Declaration is recorded in the office of the Peoria County Recorder of Deeds, at the end of which

period such Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds of the owners of the lots at the time of the expiration of the initial period, or of any extension period, shall sign and record an instrument, or instruments, in which they shall agree to change said Covenants and Restrictions in whole or in part.

SECTION 2. Enforcement of these Covenants and Restrictions shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or person, firm or corporation violating or attempting to violate or circumvent any such covenant or restriction. In the event that Developer, Homeowner's Association, or any lot owner must resort to a court of law or equity to enforce any of the foregoing restrictions, reservations, or covenants, the lot owner or owners who have violated the same shall be liable and legally responsible for all court costs and reasonable attorney's fees incurred in the enforcement of the same. Any such court actions may be brought to restrain violations, to require corrections or modifications, or to recover damages. Failure by the Developer, Homeowner's Association or any lot owner or member to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. The City of Peoria shall have the right, but not the obligation, to institute appropriate legal proceedings to effect the enforcement of these covenants.

SECTION 3. Covenants and Restrictions of this document may be amended by duly recording an instrument executed and acknowledged by not less 60% of lot owners.

SECTION 4. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision of any lot therein, provided however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

CLAUSE V

Invalidation of any one of the foregoing restrictions, reservations or covenants by judgment or by court shall in no way affect any of the other provisions, which shall remain in full force and effect, and a waiver or modification in any of them by developer as to any particular lot shall not in any way limit, restrict, or bar the enforcement of them as to other lots or lot owners.

CLAUSE VI

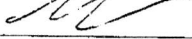
The undersigned does hereby certify and covenant that they are the owner and developer of all of the property affected by this document and that they are authorized to execute the same.


[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this document for the uses and purposes herein set forth this 30th day of JUNE, 2008.

LFH-100, L.L.C., an Illinois Limited Liability Company,
By: Hundman Management, L.L.C., Manager

O'CONNOR HOMES-REALTY, L.L.C.,
an Illinois Limited Liability Company,
By: Hundman Management, L.L.C., Manager

By: 
Laurence F. Hundman, Chairman

By: 
Laurence F. Hundman, Chairman,

Prepared by and Return to:
Chad A. Ritchie
The Law Office of Chad A. Ritchie, P.C.
2409 E. Washington Street, Ste C
Bloomington, IL 61704
(309) 664-5535

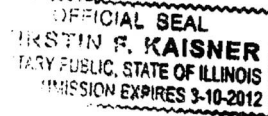
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STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, the Undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, That **Laurence F. Hundman**, personally known to me to be the **Chairman of Hundman Management, L.L.C., the managing company of LFH-100, L.L.C.**, and known to me to the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and the free and voluntary act of **LFH-100, L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of June, 2008.

K. F. Kaisner
Notary Public



STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, the Undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, That **Laurence F. Hundman**, personally known to me to be the **Chairman of Hundman Management, L.L.C., the managing company of O'Connor Homes-Realty, L.L.C.**, and known to me to the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and the free and voluntary act of **LFH-100, L.L.C.**, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of June, 2008.

K. F. Kaisner
Notary Public



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Exhibit A

Tract 1

Lots 100, 101, 102, 103, 104, 105, 108, 109, 110, 111, 112, 113, 114, 115, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, and Outlot A, in Glenhaven Estates Subdivision Section One, according to the Plat thereof recorded on July 16, 2007 as Document No. 2007-22685, in Peoria County, Illinois.

Parcel No.'s:

09-31-152-001	09-31-153-006	09-31-178-001
09-31-152-002	09-31-153-007	09-31-178-002
09-31-152-003	09-31-153-008	09-31-177-001
	09-31-153-009	09-31-177-002
	09-31-153-010	
09-31-152-006	09-31-153-011	
09-31-152-007	09-31-153-012	
09-31-152-008	09-31-176-003	
09-31-152-009	09-31-176-004	
09-31-153-001	09-31-176-005	
09-31-153-002	09-31-176-006	
	09-31-176-007	
09-31-153-004	09-31-176-008	
09-31-153-005	09-31-176-009	

Tract 2

Tax Identification No. 09-31-176-002

A part of the South Half of the Northwest Quarter of Section 31, Township 10 North, Range 8 East of the Fourth Principal Meridian, Peoria County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of said South Half at a stone set by H.W. McFadden, Peoria County Surveyor, on July 5, 1843. From said Point of Beginning, thence east 1313.80 feet along the South Line of said South Half as established by H.W. McFadden to the West Line of a 60-foot-wide strip of land dedicated as Road Right-of-Way to the State of Illinois acquired by Condemnation Case No. 79-ED-2247 on July 31, 1979 per Right-of-Way Plat for F.A. Route 405, Section 72-7, Job No. R-94-005-72, Dated May 1977 for Parcel 8184A; thence north 6.03 feet along said West Right-of-Way Line which forms an angle to the right of 91°-01'-13" with the last described course to the Northwest Corner thereof, said Corner lying 1,453.86 feet right of Station 942+28.01 on the Survey Line of F.A. Route 405 as shown on said right-of-Way Plat; thence east 706.20 feet along the North Line of said 60-foot-wide road which forms an angle to the right of 269°-10'-32" with the last described course; thence north 596.39 feet along a line which forms an angle to the right of 90°-17'-50" with the last described course; thence east 585.64 feet along a line which forms an angle to the

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right of 269°-30'-24" with the last described course to the West Right-of-Way Line of S.B.I. Route 174 per Plat of Route 174, Section 105 dated August 17, 1927; thence north 102.52 feet along said West Right-of-Way Line which forms an angle to the right of 90°-54'-29" with the last described course to a Point of Curve, said point lying 33.00 feet right of Station 123+20.15 as shown on said Right-of-Way Plat; thence north and northwest 667.55 feet along said West Right-of-Way Line being an arc of a curve concave to the southwest with a radius of 972.60 feet and the 654.52 foot chord of said arc forms an angle to the right 160°-20'-15" with the last described course; thence west 935.28 feet along the North Line of the South Half of said Northwest Quarter as shown as fenced and occupied on an unrecorded Plat of Survey for Ron Garmer by William M. Heffernan, dated September 6, 1978 and revised December 8, 1978, said Line also being the South Line of the Town of Alta as shown on the Plat recorded June 23, 1875 in Plat Cabinet B-2 on page 125 in the Peoria County Recorder's Office, which forms an angle to the right of 108°-43'-46" with the last described chord, to a pipe found at the Southeast Corner of Pacific Street as shown on said Plat; thence west 80.00 feet along the South Line of Pacific Street which forms an angle to the right of 180°-16'-42" with the last described course to the Southwest Corner thereof; thence west 1362.89 feet along the North Line of said South Half as shown on a plat by the Horton Engineering Company recorded as Document Number 401585 filed December 6, 1946 in plat Book "S" on page 8 in the Peoria County Recorder's Office, which forms an angle to the right of 179°-55'-55" with the last described course to the West Line of said South Half; thence south 1326.82 feet along said West Line which forms and angle to the right of 90°-50'-49" with the last described course to the Point of Beginning, containing 69.873 acres, more or less.

Excepting therefrom: Glenhaven Estates Section One, a Subdivision of part of the Northwest Quarter of Section 31, Township 10 North, Range 8 East, of the Fourth Principal Meridian, Peoria County, Illinois, recorded as Document Number 07-22685 on July 16, 2007 in Plat Book 11 on page 40 in the Peoria County Recorder's Office, Peoria County, Illinois.

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