

COBBLE CREEK SUBDIVISION

LOT#	PRICE	LOT ACREAGE	AVAILABILITY
1	\$ 125,000	0.90	sold
2	\$89,900	0.70	sold
3	\$89,900	0.70	sold
4	\$89,900	0.63	sold
5	\$89,900	0.59	S
6	\$89,900	0.48	S
7	\$89,900	0.38	
9	\$80,000	0.73	sold
10	\$80,000	0.56	sold
11	\$80,000	0.63	
12	\$80,000	0.49	sold
13	\$80,000	0.49	
14	\$80,000	0.50	
15	\$80,000	0.61	
16	\$80,000	0.62	
17	\$80,000	0.62	
18	\$80,000	0.64	
19	\$80,000	0.68	
20	\$80,000	0.62	
21	\$80,000	0.57	
22	\$80,000	0.52	
23	\$80,000	0.50	
24	\$80,000	0.52	sold
25	\$80,000	0.52	sold
26	\$80,000	0.56	
27	\$80,000	0.62	sold
28	\$140,000	4.88	sold
29	\$140,000	4.93	sold
30	\$140,000	5.35	sold
31	\$140,000	8.62	sold
32	\$125,000	5.11	sold
33	\$125,000	2.49	
34	\$125,000	2.66	
35	\$125,000	3.09	

**COBBLE CREEK FARM SUBDIVISION
CHAMPAIGN COUNTY, ILLINOIS**

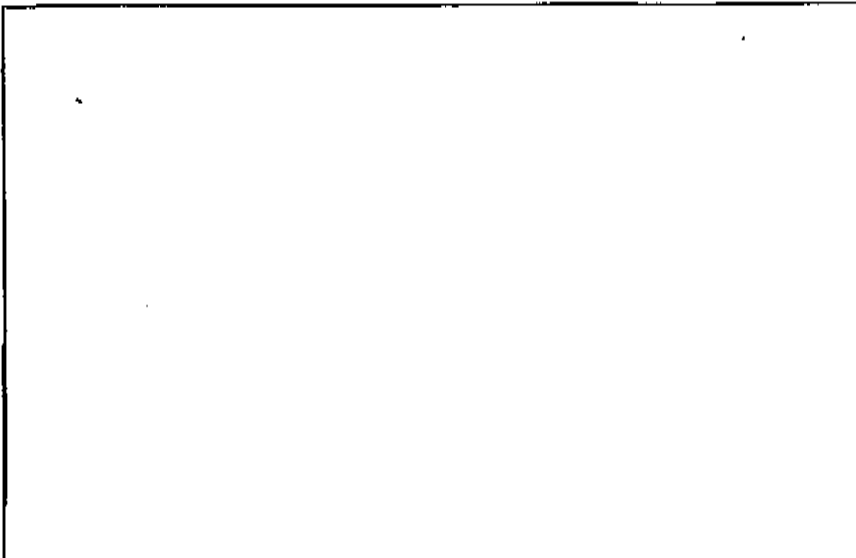
STATE OF ILLINOIS))
)) SS
COUNTY OF CHAMPAIGN))

OWNER'S CERTIFICATE

The undersigned, **AMERICAN LEGEND MOTORCYCLE TRAILERS, INC.**, an Illinois Corporation, being the record and legal owner of certain real estate described as follows, makes this Certificate as to such real estate:

Lot 1 of Parkhill Farm Subdivision, a subdivision as recorded in the Champaign County Recorder's Office, Champaign County, Illinois.

{PIN#: 15-13-02-400-018, 15-13-11-201-010, and part of 15-13-02-400-003



THE ABOVE SPACE FOR RECORDER'S USE

Owner states that the above-described property has been surveyed and platted by David P. Phillippe, a Registered Illinois Land Surveyor, Number 2591, and the undersigned does hereby adopt, ratify and confirm the Final Plat prepared by said Surveyor dated _____ and names such parcel "**COBBLE CREEK FARM SUBDIVISION, CHAMPAIGN COUNTY, ILLINOIS**".

Each Lot in Cobble Creek Farm Subdivision is subject to a permanent easement of five, seven and one-half, ten, fifteen, twenty, or appropriate feet in width as shown on the Final Plat for the installation and maintenance of water and sewer lines, drainage ditches and swales, entry ways, and any necessary utilities, including but not limited to power lines, telephone lines and gas lines, which may be needed for the benefit of any or all of the Lots in this Subdivision. No structures, walls, fences, plantings, or any materials shall be placed, planted or permitted to remain within the platted easements or public ways which may damage or interfere with the installation, operation or maintenance at the storm-water drainage and/or utilities. All utility easements designated on the final plat are hereby dedicated to the Village of Mahomet and to the public.

It is hereby provided that all conveyances of property hereinafter made by the present or future owner(s) of any of the real estate described in the Surveyor's Certificate for Cobble Creek Farm Subdivision, including the subdivided Lots therein, shall conclusively be taken and understood to incorporate the following covenants and restrictions which shall run with the land:

DEFINITIONS

For the purpose of this certificate, and the covenants and restrictions established herein, certain words and terms shall have the following definitions:

Accessory Building: Buildings which are separate from the dwelling.

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

Building Site: A portion of the Subdivision consisting of at least one entire Lot upon which only one dwelling may be built.

Driveway: That portion of the building site designated for vehicle access to the dwelling to be used exclusively as the means of ingress and egress to any garage constructed on the building site, which driveway must be constructed of Portland cement concrete.

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

Family: Any number of individuals living together as a single housekeeping unit, including domestic employees, but excluding the inhabitants of boarding houses, rooming houses, tourist homes, fraternities, sororities, residential clubs, and homes of an institutional character.

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

Lot: A portion of Cobble Creek Farm Subdivision as shown on the Surveyor's Final Plat.

AREA OF APPLICATION

The following Covenants, in their entirety, shall apply to all Lots in this Subdivision, namely, Lots 1 through 36, inclusive, all as shown on the Final Plat of Cobble Creek Farm Subdivision.

1. **Building Area:** For Lots 1 through 27, the building area limits shall be at least sixty (60) feet from the center of the public street or road adjacent to the Lot as a front setback. For Lots 28 through 35, the building area limits shall be at least eighty (80) feet from the center of the public street or road adjacent to the Lot as a front setback. For Lots 1 through 27, the side yard setback shall be twenty-~~five~~ (20) feet. For Lots 28 through 34, the side yard setback shall be

fifty (50) feet. For Lot 35, the side yard setback shall be twenty (20) feet. For Lots 1 through 27, the rear setback shall be 25 feet. For Lots 28 - 35, the rear setback shall be the line noted on the final plat as the limits of area removed from the special flood hazard area.

2. Permissible Building: Order of Construction: Not more than one dwelling shall be permitted upon any one building site. The provisions in this paragraph shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling and which are promptly removed upon completion of such dwelling. All buildings erected on any building site shall be constructed of new materials of good quality suitably adopted for use in the construction of residences.

3. Minimum Square Footage Requirements, Height and Roof Pitch:

a. Square Footage: A one-story dwelling shall have a minimum of 2000 square feet of ground floor area. A dwelling shall be considered one-story if no portion of the dwelling is built over any other portion of the dwelling except basement or foundation. Dwellings of one and one-half or more stories shall have a minimum of 1600 square feet of ground floor area, and total floor area of not less than 2800 square feet. The minimum square feet required is exclusive of garages, porches, or decks.

b. Height: No dwelling on any Lot shall exceed thirty-five feet (35') in height.

c. Roof Pitch: One-story dwellings shall have a roof pitch equal to 6:12, or greater. Dwellings of one and one-half or more stories shall have a roof pitch equal to 6:12, or greater.

4. Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that no more than two (2) dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Neither permanent nor temporary outside dog pens shall be constructed, placed or used on any Lot within Cobble Creek Farm Subdivision.

5. Weeds, Rubbish and Debris: Lot owner(s) shall not allow weeds, rubbish or debris of any kind to accumulate upon or to be placed upon any property in the Subdivision, so as to render the same unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or other occupants thereof.

6. Non-Occupancy and Diligence During Construction: Construction of the dwelling shall be pursued diligently and continuously, and no such building or structure shall be occupied during the course of construction. In any event, the dwelling shall be completed within six (6) months of the commencement of construction of the dwelling.

7. Maintaining Natural Drainage: No obstruction, diversion or change in the natural flow of surface water or in the flow of water in common Lot line surface swales shall be allowed by any building site owner so as to cause damage to any other portion of this Subdivision. Every Lot owner shall maintain the sub-surface field tile drainage systems encountered during construction, either by rebuilding said systems or by re-routing them around the proposed construction, so that there will be no impairment to the flow and capacity of those existing sub-surface tile drainage systems.

8. Architectural Control:

a. Committee Membership: The Architectural Committee is composed of:

- Olen G. Parkhill, Jr.
- Jeff Robinson
- Lawrence Cowgur

Except as hereinafter provided, in the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. When all Lots have been sold, the Board of Directors of Cobble Creek Farm Homeowner's Association shall be entitled to name the three members of the Architectural Control Committee, including the designation of a successor in the event of death or resignation of any member of the Committee.

b. Powers: It is the purpose of the Architectural Committee to promote the residential development of Cobble Creek Farm, and to enhance property values therein; therefore, the Architectural Control Committee shall have the right and power to deny approval of plans submitted if they do not, in the Committee's opinion, benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld. The Committee retains the right to allow a variance to paragraphs 3 and 8.

- (i) Building Plans, Etc.: No building, accessory building, dwelling, fence, or other structure 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 Lot plan showing Lot lines, boundaries of the building site, distances from the boundaries of the building site to the buildings and the grading plan of the building site shall have been submitted to and approved by the Architectural Committee, and until a copy of such plans and specifications, Lot plan and grading plan, as finally approved, is deposited for permanent record with the Architectural Committee. Accessory buildings shall be of the same architectural and construction type as the approved dwelling.

(ii) Fencing: Chain link or similarly constructed metal fences are prohibited in Cobble Creek Farm Subdivision. All other fences shall be approved by the Architectural Committee as provided in this subparagraph "b" prior to the commencement of construction.

(iii) Approval by Architectural Committee: The Architectural 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 thirty (30) 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.

(iv) 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.

(v) Waiver of Liability: The approval by the Architectural Committee of any plans and specifications, Lot plan, grading, or other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. Neither the said Committee nor any member thereof, nor the present owner of said real estate, shall be in any way responsible or liable for the loss or damage, for any error or defect which may or may not be shown on any plans and specifications or on any Lot 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.

(vi) Constructive Evidence of Action of Architectural 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 Committee and such certificate shall fully protect any purchaser or encumbrancer in good faith in acting thereon.

(vii) All garages shall be constructed in a manner where no garage door faces the adjacent street. All garage designs shall be approved by the Architectural Committee as provided in this subparagraph "b" prior to commencement of construction.

9. Alterations: No building or structure referred to herein shall be changed or altered so that the construction, exterior appearance or color scheme is changed, and no Lot plan, grading or excavation referred to herein shall be changed, as to type or location, without prior written approval of the Architectural Committee.

10. Billboards and Signs: Mahomet Sign Ordinance provisions shall prevail in addition to the restrictions next set forth. No billboard or sign of any character other than a small sign identifying the premises and occupants shall be erected, maintained or displayed upon or about any Lot without the prior written approval of the Architectural Committee.

11. Satellite Dishes and Solar Panels: Satellite dishes must measure thirty-six inches (36") in diameter or less. Larger satellite dishes shall not be erected. No Solar panels of any size shall be erected.

12. Recreational Vehicles and Boats: All property owners or residents in the Subdivision owning or possessing trucks, trailers, campers, boats, motorcycles, snowmobiles and motor homes which they desire to park in the Subdivision shall provide indoor storage in an approved accessory building. No outdoor storage is permitted.

13. Yard Lights: The owners of every Lot shall erect and maintain in good operating condition one yard light located in the front yard. The Lot owner is required to seek prior approval of the yard light design before it is installed.

14. Homeowners Association: It is understood that all Lot owners shall be members of the Cobble Creek Farm Homeowners Association, an association organized under the laws of the State of Illinois. All Lot owners agree to accept membership in said Association and to abide and be bound by the By-laws and reasonable rules and regulations of said Association and to maintain membership therein so long as such Lot ownership is retained. The rights of membership are subject to the payment when due of annual and special assessments levied by the Association. The obligation of assessments is imposed against each owner of and becomes a lien upon said owner's land in Cobble Creek Farm Subdivision against which such assessments are made. Defaulting members shall be liable to the Association for all costs and expenses, including attorney's fees, incurred by the Association in collecting unpaid assessments.

In addition to the general powers described hereinabove, the Homeowners Association shall have the following specific powers:

- a. Authority to enforce these Covenants;
- b. Authority to levy dues assessments;
- c. Authority to maintain the storm water detention basin and common area serving the Subdivision.

The foregoing provisions contained in this paragraph shall not apply to the Owner herein, American Legend Motorcycle Trailers, Inc.

15. Maintenance: The Homeowners Association shall provide for the care and maintenance of the grounds from annual and special assessments levied and collected by the Association pursuant to Paragraph 14. Care and maintenance shall include without limitation the following:

- a. Maintenance of the detention basins and common area;
- b. Liability insurance, if any, maintained by the Association;
- c. Utility fees and charges to the Association;
- d. Management fees and charges;

16. Dedication: Owner hereby grants and dedicates to the public, for the public use, all of the streets, drives, storm sewers, and sidewalks shown on the Final Plat, and each of said streets and drives shall be hereafter known by their respective names designated on the Final Plat. Owner, its successors and assigns, hereby reserves a permanent easement above, across and under all streets, drives and sidewalks shown on the Final Plat for the installation and maintenance of storm drains, sanitary sewers, drainage tile, water and gas mains and electric and telephone and other utility lines. No person shall at any time use the streets, drives or sidewalks shown on the Final Plat for the purpose of discharging water from sump pumps or roof drains; nor shall any person run any sewer or sanitary tile on, under or across said streets, drives or sidewalks without the written permission of Owner, its successors and assigns. 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.

Owner does further dedicate to the Sangamon Valley Public Water District, Champaign County, Illinois, all water lines and sanitary sewer lines to be constructed by Owner in this Subdivision for the public use forever.

17. Water Supply: No individual water well shall be installed or maintained on any Lot inasmuch as a public water supply is available to serve the site. In the sole exception to this section, a well shall be placed on Lot 8 Commons for the sole purpose of providing an additional source of water to Twin Oaks Lake.

18. Sewage System: No individual on-site sewage disposal system shall be installed or maintained on any Lot inasmuch as a public sewage disposal system is available to serve the site.

19. Sidewalks: All sidewalks required (as shown on construction plans) are dedicated to the public. As shown on the final plat, permanent easements on Lots 9, 10, 11, and 27 are hereby granted and dedicated to the public for the construction and maintenance of a sidewalk.

20. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Homeowners Association shall also have the power to seek appropriate remedy for the enforcement of these covenants.

21. Authority to Release Rights: The owners of a majority of the platted Lots in Cobble Creek Farm Subdivision shall have the authority from time to time after recording of this document to release all, or any part, of the restrictions, conditions, covenants, reservations, liens or charges herein set forth, and upon the recording of such waiver or release in the Recorder's Office of Champaign County, Illinois, such restrictions, conditions, covenants, reservations, liens or charge shall no longer be required under the provisions herein set forth.

The covenants set forth in paragraph 1, 2, 7, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32, and easement for ingress and egress between Lots may not be waived in whole or in part without prior written permission of the Board of Trustees of the Village of Mahomet.

22. Storm-Water Detention Basins: Storm-water detention basins shall serve as a drainage facility for all of the Lots in this Subdivision, and it is understood that the Homeowners' Association for Cobble Creek Farm Subdivision shall be responsible for their future maintenance. All Lots are subject to an easement in favor of the Homeowners' Association for Cobble Creek Farm Subdivision for the purpose of maintaining the basins to keep it functioning properly and to be in a state of good maintenance at all times. However, the right and responsibilities to maintain Twin Oaks Lake and all surface drainage swales through Lots 31, 32, 33, 34 and 35 is vested in the Lake Association as set forth in paragraph 28.

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

24. Construction: 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 is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges or any part thereof shall be thereby affected or impaired.

25. Term and Amendments: Except as provided in Paragraph 14 herein, 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, unless an instrument changing said covenants in whole or in part has been signed and recorded by a person or persons then owning a majority of the platted Lots in Cobble Creek Farm Subdivision, in accordance with the provisions of paragraph 25 hereinabove, and such action may be taken at any time.

26. Access Control: Certain of the lots in said subdivision are subject to access control by vehicles. Said locations are identified on the recorded plat as "Vehicle Access Control". No driveways or vehicular access onto public streets shall be constructed in these locations. Additionally, no vehicular access to Lake of the Woods Road shall be permitted from Lots 9, 10, and 27.

27. Lake Association: As set forth in the Agreement dated June 23, 2003 between the developer and Twin Oaks Homeowners Association, a copy of which is attached as Exhibit B, it is understood that all Lot owners shall be members of the Lake Association, an unincorporated association to be organized under the laws of the State of Illinois. All Lot owners agree to accept membership in said Association and to abide and be bound by the By-laws and reasonable rules and regulations of said Association and to maintain membership therein so long as such Lot ownership is retained. The rights of membership are subject to the payment when due of annual and special assessments levied by the Association. The obligation of assessments is imposed against each owner of and becomes a lien upon said owner's land in Cobble Creek Farm Subdivision against which such assessments are made. Defaulting members shall be liable to the Association for all costs and expenses, including attorney's fees, incurred by the Association in collecting unpaid assessments.

In addition to the general powers described hereinabove, the Lake Association shall have the following specific powers:

- a. Authority to enforce this Covenant;
- b. Authority to levy dues assessments;
- c. Authority to maintain Twin Oaks Lake, the spillway, the well to be constructed in Lot 8 Commons, the Lake inlet located on Lot 8 Commons, and the swale providing drainage for the lake.

Each Lot owner shall have the right of full enjoyment of the Lake consistent with the by-laws and rules of the Lake Association.

28. Easements to Lake Association: Permanent easements are hereby granted and reserved to the Lake Association for access and maintenance of the Lake, the well to be placed on Lot 8 Commons including a water line and electric service to that well, the Lake inlet located on Lot 8 Commons, the spillway located on Outlet 36, and the drainage swale located on Lots 31 through 35 inclusive as depicted on the final Plat.

29. Street Site 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 right-of-way lines and a line connecting them at points 30 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.

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) of 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 693.3 feet (NAVD-29). 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 Corps of Engineers, and the Federal Emergency Management Agency (as applicable), in accordance with their applicable ordinances, rules, and regulations governing Special Flood Hazard Areas.

31. Commons Area: It is specifically understood and agreed that there will be a commons area(s) shown as Lot 8 commons on the recorded plat and the same shall be available for usage by all lot owners and their respective guests. Said commons area shall be maintained by the Homeowners Association and its successors in interest and assigns. Each lot shall be subject to assessment of an equal amount for each lot, as the contribution of each lot owner to such common area maintenance. Commons area access easements are granted to all lot owners and drainage easements and utility easements are granted to the public for drainage and public utility purposes commensurate with the commons area(s).

32. Sidewalks: Except for Lots 28 through 35, each lot owner shall be responsible for installing, at his or her own expense, sidewalks along the frontage of his or her lot at the time of lot construction or when lawfully required to do so by Village of Mahomet officials, since such construction was deferred by the Village of Mahomet when approving the subdivision plat. The construction of these sidewalks shall be in accordance with the Village of Mahomet Subdivision Ordinance, and shall be completed within six (6) months of the date of receipt by the owner of the request from said governmental officials. The construction of the sidewalk shall be at the sole cost and expense of the owner or owners of the lot or lots adjacent to which said sidewalk is constructed.

IN WITNESS WHEREOF, the undersigned, has caused this Owner's Certificate to be executed and dated this _____ day of _____, 2003.

AMERICAN LEGEND MOTORCYCLE
TRAILERS, INC., an Illinois Corporation,

By: _____
Its Authorized Agent and Officer

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) SS

On this _____ day of _____, 2003, before me, a Notary Public, personally appeared OLEN G. PARKHILL, JR., known to me to be the Authorized Agent and Officer of the corporation that executed the instrument and acknowledged to me that such corporation executed the same in its capacity as Authorized Agent and Officer of the corporation.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my seal the day and year in this written.

NOTARY PUBLIC

PREPARED BY AND RETURN TO:
Richard P. Klaus
Heyl, Royster, Voelker & Allen
102 E. Main St.
P.O. Box 129
Urbana, IL 61803-0129
(217) 344-0060

EXHIBIT "A"
LEGAL DESCRIPTION
COBBLE CREEK SUBDIVISION

A tract of land being part of the Southeast Quarter of Section 2 and part of the Northeast Quarter of Section 11, both in Township 20 North, Range 7 East of the Third Principal Meridian, Champaign County, Illinois, the boundary of which is described as follows:

Beginning at the Northeast corner of said Northeast Quarter of Section 11, proceed South 00° 31' 24" East along the East line of said Northeast Quarter, 258.75 feet to the Northeast corner of "Twin Oaks I", a subdivision recorded in Plat Book X, Page 5 in the Champaign County Recorder's Office; thence North 58° 58' 58" West along a Northerly line of said "Twin Oaks I", 182.91 feet to a Northwest corner of said "Twin Oaks I", said corner also being the Northeast corner of "Twin Oaks V", a subdivision recorded in Plat Book X, Page 209 in said Champaign County Recorder's Office; thence North 78° 45' 57" West along a Northerly line of said "Twin Oaks V", 108 feet more or less to the Easterly shore line of a lake being the boundary of a tract of land described in a Quit Claim Deed recorded in Book 1018, Page 552 in said Champaign County Recorder's Office; thence Northerly along said shore line of a lake being the boundary of a tract recorded in Book 1016, Page 552, a distance of 185 feet more or less to the Northeastly corner of said tract recorded in Book 1016, Page 552; thence Westerly along said shore line of a lake being the boundary of a tract recorded in Book 1016, Page 552, a distance of 1396 feet more or less to the Northwest corner of said tract recorded in Book 1016, Page 552; thence South along a West line of said tract recorded in Book 1016, Page 552, a distance of 275 feet more or less to the Northwestly corner of "Twin Oaks III", a subdivision recorded in Plat Book X, Page 207 in the Champaign County Recorder's Office; thence South 09° 35' 22" West along a Westerly line of said "Twin Oaks III", 377.61 feet to a corner on the Easterly line of "Twin Oaks VII", a subdivision recorded in Book Y, Page 124 in said Champaign County Recorder's Office; thence North 80° 24' 38" West along an Easterly line of said "Twin Oaks VII", 51.14 feet to a corner on said Easterly line of "Twin Oaks VII"; thence North 10° 51' 08" West along said Easterly line of "Twin Oaks VII", 303.22 feet to a corner on said Easterly line of "Twin Oaks VII"; thence North 00° 02' 38" West along said Easterly line of "Twin Oaks VII", 132.00 feet to the Northeast corner of said "Twin Oaks VII"; thence South 89° 57' 22" West along a North line of said "Twin Oaks VII", 82.89 feet to a corner on said North line of "Twin Oaks VII"; thence North 47° 02' 02" West along said North line of "Twin Oaks VII", 80.00 feet to a corner on said North line of "Twin Oaks VII", said corner also being on an Easterly line of a tract of land described in a Warranty Deed recorded in Book 1420, Page 870 in said Champaign County Recorder's Office; thence North 42° 57' 58" East along said Easterly line of a tract recorded in Book 1420, Page 870, a distance of 212.77 feet to a corner on said Easterly line of a tract recorded in Book 1420, Page 870; thence North 34° 51' 29" West along said Easterly line of a tract recorded in Book 1420, Page 870; thence North 85° 21' 29" West along a Northerly line of said tract recorded in Book 1420, Page 870; thence North 85° 21' 29" West along a Northerly line of said tract recorded in Book 1420, Page 870, a distance of 126.11 feet to a corner on said Northerly line of a tract recorded in Book 1420, Page 870; thence South 85° 08' 31" West along said Northerly line of a tract recorded in Book 1420, Page 870, a distance of 124.51 feet to the East line of a tract of land described in a Warranty Deed recorded in Book 1133, Page 455 in said Champaign County Recorder's Office; said East line also being the East line of the Northwest Quarter, of the Northwest Quarter of said Northeast Quarter of Section 11; thence North 00° 38' 30" West along said East line of a tract

recorded in Book 1133, Page 455, a distance of 133.81 feet to the Easterly line of a tract of land described in a Deed recorded in Book 1284, Page 642 in said Champaign County Recorder's Office, thence North 43° 05' 31" East along said Easterly line of a tract recorded in Book 1284, Page 642, a distance of 84.18 feet to a corner on said Easterly line of a tract recorded in Book 1284, Page 642; thence North 24° 53' 31" East along said Easterly line of a tract recorded in Book 1284, Page 642, a distance of 250.00 feet to a corner on said Easterly line of a tract recorded in Book 1284, Page 642; thence North 48° 20' 53" East along said Easterly line of a tract recorded in Book 1284, Page 642, a distance of 284.07 feet to a corner on said Easterly line of a tract recorded in Book 1284, Page 642; thence North 00° 36' 29" West along said Easterly line of a tract recorded in Book 1284, Page 642, a distance of 860.00 feet to the Northeast corner of said tract recorded in Book 1284, Page 642, said corner being on the South line of the Northwest Quarter of said Southeast Quarter of Section 2; thence North 89° 20' 25" East along said South line of the Northwest Quarter of the Southeast Quarter, thence North the Southeast corner of said Northwest Quarter of the Southeast Quarter, thence North 01° 12' 48" West along the East line of said Northwest Quarter of the Southeast Quarter, 247 feet more or less to the center line of the Sangamon River, thence Easterly along said center line of the Sangamon River, 893 feet more or less; thence North 89° 26' 00" East, 707 feet more or less to the East line of said Southeast Quarter of Section 2; thence South 00° 49' 34" East along said East line of the Southeast Quarter, 1384.00 feet to the Point of Beginning, encompassing 83.6 acres, more or less.

BY-LAWS OF
TWIN OAKS LAKE ASSOCIATION, INC.

ARTICLE I
Offices/Purpose

The corporation shall continuously maintain in the State of Illinois a registered office and a registered agent whose business office is identical with such registered office and may have other offices within or without the state.

The purpose and authority of the Association shall be to manage and control the lake and its environs for the benefit and enjoyment of its members; to operate and control the lake water spillway and outlet, the well pumping water to the lake, and the East inlet channeling water into the lake; and to govern the membership and assess proper dues and charges for operation of the Association and its proper responsibilities. The Association governing authority shall adopt appropriate rules to govern and regulate use of the lake and conduct of the members in relation to the lake.

ARTICLE II
Members

SECTION 1. CLASSES OF MEMBERS. The corporation shall have one class of Members. The qualifications of the Members shall be as follows:

Each owner of a lot in every phase of the Twin Oaks Subdivision and each owner of a lot in Cobble Creek Subdivision shall be a Member. Twin Oaks lot 61 and lot 33 and Cobblecreek lot 8 shall not be subject to membership rights or obligations.

SECTION 2. VOTING RIGHTS. Each Member shall be entitled to one vote per lot owned in either Twin Oaks Subdivision or Cobble Creek Subdivision on each matter submitted to a vote of the Members.

SECTION 3. TRANSFER OF MEMBERSHIP. Membership in this corporation is not transferable or assignable.

SECTION 4. NO MEMBERSHIP CERTIFICATES. No membership certificates of the corporation shall be required.

ARTICLE III
Meetings of Members

SECTION 1. ANNUAL MEETING. An annual meeting of the Members shall be held on the first Saturday of June at 9:00a.m. each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If such day be a legal holiday the meeting shall be held at the same hour on the next succeeding Saturday.

SECTION 2. SPECIAL MEETING. Special meetings of the Members may be called either by the president or the board of directors, or not less than twenty percent of the Members having voting rights, for the purpose or purposes stated in the call of the meeting.

SECTION 3. PLACE OF MEETING. The board of directors may designate any place as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the beach commons area in Twin Oaks Subdivision, between 1207 and 1208 Joyce Court.

SECTION 4. NOTICE OF MEETINGS. Written notice stating the place, date, and hour of any meeting of Members shall be delivered to each Member entitled to vote at such meeting not

less than fifteen (15) nor more than sixty (60) days before the date of such meeting, or, in the case of a removal of one or more directors, a merger, consolidation, dissolution or sale, lease or exchange of assets, not less than twenty (20) nor more than sixty (60) days before the date of the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the corporation, with postage thereon prepaid. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. Meetings may be specified for any Monday through Thursday at 7:00p.m. or Saturday at 9:00a.m., at the beach commons area in Twin Oaks Subdivision between 1207 and 1208 Joyce Court, or within 5 miles thereof, in a designated location.

SECTION 5. INFORMAL ACTION BY MEMBERS. Any action required to be taken at a meeting of the Members of the corporation, or any other action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed either (i) by all the Members entitled to vote with respect to the subject matter thereof, or (ii) by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voting. If such consent is signed by less than all of the Members entitled to vote, then such consent shall become effective only: (1) if, at least fifteen (15) days prior to the effective date of such consent, a notice in writing of the proposed action is delivered to all of the Members entitled to vote with respect to the subject matter thereof, and (2) if, after the effective date of such consent, prompt notice in writing of the taking of the corporate action without a meeting is delivered to those Members entitled to vote who have not consented in writing.

SECTION 6. FIXING OF RECORD DATE. For the purpose of determining the Members entitled to notice of or to vote at any meeting of Members, or in order to make a determination of Members for any other proper purpose, the board of directors of the corporation may fix in advance a date as the record date for any such determination of Members, such date in any case to be no more than sixty (60) days and, for a meeting of Members, not less than fifteen (15) days, or in the case of a merger, consolidation, dissolution or sale, lease or exchange of assets, not less than twenty (20) days before the date of such meeting. If no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, the date sixty days prior to the meeting shall be the record date for such determination of Members. When the determination of Members entitled to vote at any meeting of Members has been made, such determination shall apply to any adjournment of the meeting.

SECTION 7. QUORUM. The holders of one-half of the votes which may be cast at a meeting of Members of the corporation, represented in person or by proxy, shall constitute a quorum for consideration of such matter at any meeting of Members; provided that if less than one-half of the outstanding votes are represented at said meeting, a majority of the votes so represented may adjourn the meeting at any time without further notice. If a quorum is present, the affirmative vote of a majority of the votes represented at the meeting shall be the act of the Members, unless the vote of a greater number or voting by classes is required by the General Not For Profit Corporation Act of 1986, the articles of incorporation or these By-Laws. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

SECTION 8. PROXIES. Each Member entitled to vote at a meeting of Members or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after eleven (11) months from its date, unless the proxy provides for a longer period. All Twin Oaks and Cobble Creek lot owners are hereby deemed to have given their proxy, in the event the member is not present in person or by a written proxy, to the President of the applicable Homeowners' Association, or in the President's absence the Vice-President, or in the absence of both President and Vice-President the Secretary, or in all their absence to any Homeowners' Association board

member to whom the applicable Homeowner's Association President has assigned this proxy right in writing specifying the meeting for which the assignment is effective. Such proxy shall be effective for the specific meeting and any adjournment and recommended meetings, provided the proxy shall be of no further effect upon the attendance of a previously absent member or the presentation of a written proxy for such member.

SECTION 9. VOTING. Each Member current in dues and assessments shall be entitled to one vote per lot in each matter submitted to vote at a meeting of Members. Each Member may vote either in person or by proxy as provided in Section 8 hereof. Any one of multiple owners of any specific lot shall be entitled to vote for the lot.

SECTION 10. INSPECTORS. At any meeting of Members, the chairman of the meeting may, or upon the request of any Member, shall appoint one or more persons as inspectors for such meeting.

Such inspectors shall ascertain and report the number of votes represented at the meeting, based upon their determination of the validity and effect of proxies; count all votes and report the results; and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all the Members.

Each report of an inspector shall be in writing and signed by him or by a majority of them if there be more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of votes represented at the meeting and the results of the voting shall be prima facie evidence thereof. The Board of Directors may accept or reject the report based upon its examination of relevant facts, and shall certify the requests as determined by the Board.

SECTION 11. VOTING BY BALLOT. Voting on any question or in any election may be by voice unless the chairman of the meeting shall order or any Member shall demand that voting be by ballot.

ARTICLE IV
Board of Directors

SECTION 1. GENERAL POWERS. The affairs of the corporation shall be managed by or under the direction of its board of directors.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors shall be five. Each director shall hold office until the next meeting for the election of directors following his election and until his successor shall have been elected and qualified. Each director must be a Member current on all dues and charges. Three directors shall be lot owners in Twin Oaks Subdivision. Two directors shall be lot owners in Cobble Creek Subdivision, except that the developer of Cobble Creek Subdivision may name two directors until such time that at least five Cobble Creek lots are sold. Directors shall be elected at the first meeting of members and at each annual meeting thereafter.

SECTION 3. REGULAR MEETINGS. A regular annual meeting of the board of directors shall be held without other notice other than these By-laws, immediately after, and at the same place as, the annual meeting of Members. The board of directors may provide, by resolution, the time and place for the holding of additional regular meetings of the board without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any two (2) directors. The person or persons authorized to call special meetings of the board may fix any place as the place for holding any special meeting of the board called by them.

SECTION 5. NOTICE. Notice of any special meeting of the board of directors shall be given at least fifteen (15) days previous thereto by written notice to each director at his address as shown by the records of the corporation except that no special meeting of directors may remove a director unless written notice of the proposed removal is delivered to all directors at least twenty (20) days prior to such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Notice of any special meeting of the board of directors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction or any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

SECTION 6. QUORUM. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board of directors, provided that if less than a majority of the directors are present at said meeting, any director present may adjourn the meeting to another time without further notice.

SECTION 7. MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, these By-laws, or the articles of Incorporation. No director may act by proxy on any matter.

SECTION 8. VACANCIES. Any vacancy occurring in the board of directors shall be filled by the board of directors unless the articles of Incorporation, a statute, or these By-laws provide that a vacancy or a directorship so created shall be filled in some other manner, in which case such provision shall control. A director elected or appointed, as the case may be, to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 9. RESIGNATION AND REMOVAL OF DIRECTORS. A director may resign at any time upon written notice to the board of directors. A director may be removed with or without cause, as specified by statute.

SECTION 10. INFORMAL ACTION BY DIRECTORS. The authority of the board of directors may be exercised without a meeting if a consent in writing, setting forth the action taken, is signed by all of the directors entitled to vote.

SECTION 11. COMPENSATION. The board of directors shall serve without compensation.

SECTION 12. PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE V Officers

SECTION 1. OFFICERS. The officers of the corporation shall be a president, one or more vice-presidents (the number thereof to be determined by the board of directors), a treasurer, a secretary, and such other officers as may be elected or appointed by the board of directors. Officers whose authority and duties are not prescribed in these By-laws shall have the authority and perform the duties prescribed, from time to time, by the board of directors. Any two (2) or more offices may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or be removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3. REMOVAL. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. PRESIDENT. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the board of directors, he shall be in charge of the business and affairs of the corporation; he shall see that the resolutions and directives of the board of directors are carried into effect except in those instances in which that responsibility is assigned to some other person by the board of directors, and, in general, he shall discharge all duties incident to the office of president and such other duties as may be prescribed by the board of directors. He shall preside at all meetings of the Members and of the board of directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these By-laws, he may execute for the corporation any contracts, deeds, mortgages, bonds, or other installments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary or other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument. He may vote all securities which the corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

SECTION 5. VICE-PRESIDENT. The vice-president (or in the event there be more than one vice-president, each of the vice-presidents) shall assist the president in the discharge of his duties as the president may direct and shall perform such other duties as from time to time may be assigned to him by the president or the board of directors. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents), in the order designated by the board of directors, or by the president if the board of directors has not made such a designation, or in the absence of any designation, then in the order of their seniority of tenure) shall perform the duties of the president and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these By-laws, the vice-president (or any of them if there are more than one) may execute for the corporation any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

SECTION 6. TREASURER. The treasurer shall be the principal accounting and financial officer of the corporation. He shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge and custody of all funds and securities of the corporation, and be responsible therefor, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of director shall determine. The cost therefore shall be paid by the Association.

SECTION 7. SECRETARY. The secretary shall: (a) record the minutes of the meetings of the Members and of the board of directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; (c) be a custodian of the corporate records and of the seal of the corporation; (d) keep a register of the post office address of each Member which shall be furnished to the secretary by such Member; and (e) perform all duties incident to the office of secretary and such other duties as from time to time may be designated to him by the president or by the board of directors.

SECTION 8. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. The assistant treasurers and assistant secretaries shall perform such duties as shall be assigned to them by the treasurer or the secretary, respectively, or by the president or the board of directors. If required by the board of directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine. The cost therefor shall be paid by the corporation.

SECTION 9. COMPENSATION. The officers of the corporation shall serve without compensation.

ARTICLE VI
Contracts, Checks, Deposits and Funds

SECTION 1. CONTRACTS. The board of directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officer so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors. In the absence of such determination by the board of directors, such installments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice-president of the corporation.

SECTION 3. DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

ARTICLE VII
Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, board of directors, and committees having any of the authority of the board of directors, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the corporation may be inspected and copied by any Member, or his agent or attorney for any proper purpose at any reasonable time, upon reasonable notice to the custodian.

ARTICLE VIII
Fiscal Year

The fiscal year of the corporation shall be July 1 through June 30, unless otherwise fixed by resolution of the board of directors.

ARTICLE IX
Dues

SECTION 1. ANNUAL ASSESSMENTS. The Members may determine from time to time the amount of dues and assessment payable to the corporation by the Members. The assessment

shall be per lot, and the assessment for each lot in Twin Oaks and Cobble Creek shall be the same.

SECTION 2. PAYMENT OF ASSESSMENTS. Assessments shall be payable in advance of the first day of July in each year, for the succeeding fiscal year.

SECTION 3. DEFAULT. When any Member shall be in default in the payment of assessment for a period of one month from the beginning of the period for which such assessment became payable, the board of directors may institute collection actions against such Member, and the board of directors may lien any lot in Twin Oaks Subdivision or Cobble Creek Subdivision. The Member shall be liable for all reasonable attorneys fees and costs associated with collecting any arrearage.

ARTICLE X
Waiver of Notice

Whenever any notice is required to be given under the provisions of the General Not for Profit Corporation Act of 1986 of Illinois, or under the provisions of the articles of Incorporation, or the By-laws of the corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given

ARTICLE XI
Amendments

The power to alter, amend, or repeal the By-laws or adopt new By-laws shall be vested in the Members unless otherwise provided in the articles of Incorporation or the By-laws. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given. The By-laws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the articles of corporation.

ARTICLE XII
Limitation of Responsibilities

Nothing herein shall be construed to impose any duty upon Twin Oaks Lake Association, its members, officers, or directors, Twin Oaks Association, its members, officers, or directors, nor American Legend Motorcycle Trailers, Inc., its shareholders, officers, or directors, or any of the foregoing collectively or individually to provide supervision, life-safety protection or life guard service over the lake or its environs or any responsibility or duty to supervise, oversee, or safeguard any activity or condition conducted or existing thereon. The duties and responsibilities detailed and resulting from these terms and provisions are ministerial and not an undertaking of any duty or responsibility as insurer, guarantor, or overseer of the safety or well being of any person or property whatsoever.