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ALLIED TITLE SERVICES, INC.

2003R37463

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

182767

RECORDED ON
08-21-2003 8:33:06

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC. FEE: 89.00
REV FEE:
PAGES: 27
PLAT ACT:
PLAT PAGE: 1

**THE TRAILS AT BRITTANY PHASE VI
OWNER'S CERTIFICATE AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS,
that the undersigned, BANKILLINOIS TRUST
COMPANY, Trustee Under Trust No.
030-877-617, being the owner of the
following described real estate:

A tract of ground being a part of
the Northeast Quarter of Section 20,
Township 19 North, Range 8 East of the
Third Principal Meridian, the boundary
of which is described as follows:

Beginning at the Northwest corner
of Lot 31 of The Trails of Brittany
Phase I as recorded on Document
Number 1995 R 26125 in the
Champaign County Recorder's Office;
thence South 40° 54' 54" West,
210.00 feet along the Westerly line of said Lot 31 and extension
thereof to the South line of Curtis Meadow Drive; thence 23.61 feet
along the South line of Curtis Meadow Drive on a curve to the left,
concave to the Northeast, having a chord bearing of South 49° 41'
01" East and a radius of 1,130.00 feet to the Northwest corner of
Lot 30 of said The Trails at Brittany Phase I; thence South 39° 43'
04" West, 160.67 feet along the Westerly line of said Lot 30 of The
Trails at Brittany Phase I to the Southwest corner of said Lot 30;
thence North 55° 24' 53" West, 5.02 feet; thence North 42° 17' 37"
West, 120.00 feet; thence North 42° 42' 20" West, 121.04 feet;
thence North 46° 36' 36" East, 148.91 feet; thence North 43° 13'
34" West, 20.00 feet; thence South 46° 36' 36" West, 148.73 feet;
thence North 42° 43' 38" West, 155.25 feet; thence South 60° 14'
52" West, 27.05 feet; thence South 29° 45' 08" East, 241.38 feet;
thence South 09° 24' 58" East, 175.34 feet; thence South 22° 50'
20" West, 244.42 feet; thence North 66° 59' 02" West, 160.00 feet;
thence 10.04 feet along a curve to the right, concave to the
Northwest, having a chord bearing of South 27° 38' 05" West and a
radius of 60.00 feet; thence South 66° 59' 02" East, 160.84 feet;

THE ABOVE SPACE FOR RECORDER'S USE ONLY

See Exculpatory Clause Attached

thence South 37° 16' 24" West, 111.15 feet; thence South 67° 22' 38" West, 111.15 feet; thence North 83° 08' 13" West, 106.69 feet; thence North 54° 16' 11" West, 106.69 feet; thence North 24° 10' 02" West, 115.59 feet; thence North 7° 10' 12" East, 115.59 feet; thence South 67° 09' 40" East, 149.38 feet; thence 10.10 feet along a curve to the right, concave to the Southeast, having a chord bearing of North 15° 20' 28" East and a radius of 60.00 feet; thence North 67° 09' 40" West, 148.06 feet; thence North 22° 50' 20" East, 185.94 feet; thence North 29° 45' 08" West, 128.66 feet; thence South 56° 07' 23" West, 115.00 feet; thence South 39° 57' 43" West, 207.80 feet; thence North 69° 07' 06" West, 146.05 feet; thence 20.00 feet along a curve to the left, concave to the Southeast, having a chord bearing of South 21° 49' 26" West and a radius of 620.00 feet; thence South 69° 07' 06" East, 145.22 feet; thence South 08° 02' 31" West, 122.09 feet; thence North 83° 48' 58" West, 216.84 feet; thence 75.97 feet along a curve to the right, concave to the southeast, having a chord bearing of North 09° 16' 07" East and a radius of 680.00 feet; thence North 77° 32' 39" West, 159.74 feet; thence South 16° 40' 08" West, 42.83 feet to a point being 50.00 feet East of the West line of the Northeast Quarter of said Section 20; thence North 00° 40' 48" West, 879.66 feet on a line parallel with and 50.00 feet East of the West line of the Northeast Quarter of said Section 20 to the North line of the Northeast Quarter of said Section 20; thence North 89° 53' 39" East, 1,262.76 feet along the North line of the Northeast Quarter of said Section 20 to the Northwest corner of The Trails at Brittany Countryside 2nd Subdivision as recorded on Document Number 2002 R 05133 in the Champaign County Recorder's Office; thence along the Southwesterly boundary of said The Trails at Brittany Countryside 2nd Subdivision on the following described courses: South 00° 06' 21" East, 170.18; South 25° 57' 59" East, 75.96 feet; South 43° 23' 24" East, 200.00 feet; South 46° 10' 08" East, 93.67 feet to the True Point of Beginning, encompassing 27.518 acres, more or less, in Champaign County, Champaign Township, Illinois,

shown in the annexed plat and described in the Surveyor's Certificate has caused the said described real estate to be surveyed, platted and subdivided by Merle E. Ingersoll, Jr., Illinois Land Surveyor No. 3202, Champaign, Illinois, in the manner shown on said plat; as a subdivision to be perpetually known as THE TRAILS AT BRITTANY PHASE VI, Champaign County, Illinois, and does hereby dedicate the areas of the tract, including sub-surface, surface and airspace under, on and over such tracts, shown on the plat as streets, roads, avenues, drives, boulevards, highways, crosswalks and alleys (collectively "right-of-

way"), respectively, to the public for public use perpetually with the right to use, construct, maintain, repair, operate and occupy said right-of-way for vehicular, pedestrian and other transportation purposes and right-of-way purposes, and utility purposes including, but not limited to, water, sanitary sewer, storm sewer and drainage, electricity, gas, telephone, cable television and any other use the public entity in whose jurisdiction the right-of-way lies shall deem to be necessary or useful to the public. The public entity with jurisdiction on behalf of the public shall have the right to maintain said right-of-way free from buildings, fences, structures and any obstructions of any kind whatsoever. No person shall obstruct said right-of-way unless the public entity with authority to do so otherwise authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of right-of-way nor shall post office boxes or other small structures required by law to be placed in the right-of-way. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located. The streets, avenues, drives, roads, highway and boulevards shall bear the respective names as shown on the plat subject to the right of the public entity with appropriate authority to change said name as provided by law.

School District Statement

Pursuant to 765 ILCS 205/1 the undersigned states that to the best of their knowledge the school district in which the premises lies is Champaign Unit 4.

See Exculpatory Clause Attached

Covenants and Restrictions

It is hereby provided that all conveyances of property hereinafter made by the present or future owners of any of the land described in the foregoing Surveyor's Certificate shall, by adopting the description of said platted land as THE TRAILS AT BRITTANY PHASE VI, be taken and understood as incorporating in all such conveyances, without repeating the same, the following restrictions as being applicable to each tract of land described in said Surveyor's Certificate, to-wit:

DEFINITIONS

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

Accessory Building: Separate building or buildings or portions of the main building located on the same building site and which are incidental to the main building or to the main use of the premises.

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

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

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

APPLICATION

The Covenants below, in their entirety, shall apply to all lots in said subdivision.

See Exculpatory Clause Attached

COVENANTS

1. Allowable Structure: No structure shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling, not to exceed two stories in height above ground level at any point adjacent to the structure, a private garage for not more than four (4) cars (unless a variance is obtained from the Architectural Committee allowing a different number), and other accessory buildings incidental to residential use of the premises.

2. Architectural Committee: The Trails At Brittany Phase VI Architectural Committee shall initially be composed of the following four (4) persons:

George T. Shapland, 3 Greencroft, Champaign, Illinois
Josef Hallbeck, 4101 Fieldstone Road, Champaign, Illinois
Daniel Hallbeck, 4101 Fieldstone Road, Champaign, Illinois
Richard Hallbeck, 4101 Fieldstone Road, Champaign, Illinois

Any action taken by the members of the Committee shall be considered to be the action of the committee. The committee may designate a representative to act for it and may delegate its powers and duties to its representatives. In the event of the death, resignation, refusal to act or inability to act of any member of the committee, the remaining members of the committee may designate a successor. The record owners of 75% of the lots in The Trails At Brittany Phase VI shall have the power at any time, by a duly signed, acknowledged and recorded instrument, to change the membership of the committee, to withdraw any powers and duties from the committee or to restore to it such powers and duties as may have been previously withdrawn.

See Exculpatory Clause Attached

(a) Approval by Committee: No construction work shall be commenced upon any structure unless the plans and specifications therefor have been submitted to and approved, in writing, by the Architectural Committee as complying with the terms and provisions of these restrictive covenants. The plans and specifications shall show the construction details, including the nature, kind, shape, height, material and color scheme and shall include a plot plan showing the lot lines, required yards, and the proposed location of all structures and the grading plan of the building site.

(b) Powers and Duties of Committee: The Architectural Committee shall have the following powers and duties:

(1) To examine and approve or disapprove any plans and specifications submitted to it by a lot owner.

(2) To waive up to 25% of any area requirement contained in these restrictive Covenants, except the requirements of Paragraph 3 below.

(3) To waive up to 25% of one side yard requirement per lot or waive up to 10% of either the front yard or rear yard (but not both) requirement per lot.

(4) To determine whether a fence, wall, hedge or shrub planting unreasonably obstructs the view of approaching street traffic.

(5) To inspect any construction work in progress upon any lot in the subdivision for the purpose of ascertaining whether the applicable provisions of these restrictive covenants are being fully complied with.

(6) To specify in exact detail the specifications, plans and requirements for any fence placed on any lot in the subdivision, including the power to require the removal of any fence which is placed on a lot without prior approval of the Committee as provided in Paragraph 29 of these covenants.

(c) Failure of Committee to Act: In the event a matter requiring action by the Committee is submitted to the Committee in writing and the Committee fails to give written notice of its action taken thereon to the lot owner within 30 days thereafter, then the Committee shall be conclusively presumed to have approved the matter so submitted to it.

3. Minimum Size: No dwelling shall be permitted on any site unless it includes a garage. No one story dwelling shall occupy a ground floor area of less than 2,000 square feet. No dwelling having more than one story shall occupy a ground floor area of less than 1,200 square feet and a total floor area of less than 2,200 square feet. In computing the floor area of a dwelling for the purpose of applying this restriction, the area of porches and garages shall not be considered to be a part of the dwelling.

4. Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty-five (35) feet to any side street or front street line. No main or accessory building shall be located closer to the side lot lines than a distance of twelve (12) feet, except that side yard set back may be reduced by

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the Architectural Committee for permitted accessory buildings located sixty-five (65) feet or more back from the minimum building set back line. No dwelling shall be located on any interior lot nearer than thirty-five (35) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portions of a building on a lot to encroach upon another lot. Where a building site consists of more than one (1) lot, the above provisions shall be applicable to the boundary lines of the building site rather than platted lot lines.

With respect to Lots 627 and 637 (Commons), structures shall be required to follow property improvement guidelines and setbacks established by Marathon Ashland Pipe Line, L.L.C. from the existing pipeline location. This shall be in addition to the requirements stated above. In general, most improvements cannot be constructed within 50 feet of the existing pipeline.

With respect to lots bordering upon the lake, no structures or fences or planting shall be erected in the rear thirty-five (35) feet thereof except with the permission of the Architectural Committee. It is the intent of this covenant to provide a reasonable view of the lake to all owners of lots bordering upon the lake. It is not intended to prohibit all structures, fences, and planting, but merely to control the nature and extent thereof.

5. Dwelling per Building Site: Only one (1) dwelling shall be construed per building site. Said dwelling shall be occupied exclusively by a single family.

See Exculpatory Clause Attached

6. Easements: Owner hereby dedicates to the public perpetual easements for drainage and public utilities on, above and through the tracts shown on the plat for use by. The public utility purposes shall include, but shall not be limited to, water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, cable television or any other such use that the public entity in whose jurisdiction the easement lies shall deem to be a utility. Such public entity shall have the right to authorize persons to construct, occupy, maintain, use, repair and reconstruct utilities within said easements and to maintain or authorize the utility to maintain said easements free from buildings, fences, structures and obstructions of any kind whatsoever. No person shall obstruct said easements unless the public entity with authority to do so authorizes said obstruction in writing. Vegetation, unless otherwise prohibited by law, shall not be considered an obstruction of the easements nor shall post office boxes or other small structures required by law to be placed within the easements; however, the property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as the result of use of the easement for utility purposes. The cost of removing unauthorized obstructions shall be borne by the property owner of the property on which the obstruction is located.

7. Percentage of Lot Coverage: All buildings on a building site, including accessory buildings, shall not cover more than thirty per cent (30%) of the building site.

8. Permissible Building: Order of Construction: All buildings erected on any building site shall be constructed of material of good quality suitably adopted for use in the construction of residences, and

no old building or buildings shall be placed on or moved to said premises. Accessory buildings shall not be erected, constructed or maintained prior to the erection or construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by Builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.

9. Non-Occupancy and Diligence During Construction: The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction shall be fully completed and the interior construction is substantially completed, and no such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted.

10. Temporary Structures, Satellite Dishes and Swimming Pools: No structure of a temporary character, trailer, modular home, basement, tent, shack, garage, barn, or any outbuilding shall be used on any lot at any time as residence either temporarily or permanently. No television satellite dishes shall be allowed on any lot in the subdivision; however, satellite dishes less than 24" in diameter are allowed if they are within the structure. Satellite dishes less than 24" in diameter may be allowed on the exterior if totally screened in a manner approved by the Architectural Committee. No above ground swimming pools shall be allowed in the subdivision.

11. Signs: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent.

12. Oil and Mining Operation: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

No person, firm or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation of grading incidental thereto.

13. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, cats or other common household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

14. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containers or other equipment of the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to

commence improvements and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be placed in the street right-of-way.

16. Street Sight Line Obstruction: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. Further, none of the above-described obstructions shall be placed or permitted to remain in the triangular area formed by a street property line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from the edge of the driveway ten (10) feet from the street property line.

17. Off-Street Parking and Recreational Vehicles: All property owners in The Trails At Brittany Phase VI shall provide facilities for off-street parking for the number of automobiles in use by the owner or resident on the property or persons regularly employed on the property.

All property owners or residents in The Trails At Brittany Phase VI owning or possessing any type of recreational vehicle, boat, boat trailer, or like vehicle, shall provide an enclosed garage for storage of such vehicle in addition to the off-street parking provided for the number of automobiles in use by the owner of resident.

See Exculpatory Clause Attached

18. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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

20. Waiver of Restrictions: These restrictive covenants may be waived in whole or in part, as to any one or more lots, by an instrument signed, acknowledged and recorded by not less than three-fourths of the lot owners; however, in no event may the provisions of Paragraphs 23 and 25 hereof be amended, nor may any owner be voluntarily or involuntarily removed as a member of the association.

21. Enforcement: Enforcement shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

22. Yard Lights: The owners of every lot shall erect and maintain in good operating condition two yard lights located on the same lot. These yard lights shall be located at points designated on the lots by the Architectural Committee, one of which must be at a point along or near the rear lot line at such place that the Architectural Committee designates, for the purpose of illuminating the commons area. Said

lights shall be equipped with a photo-electric cell that illuminates during hours of darkness. No hedge or fence or any other type of obstruction shall be between said yard light and common areas behind it. The light may, however, at the discretion of the Architectural Committee be attached to a fence. In cases where a lot has no common areas bordering it, the rear yard light requirement may be waived by the Architectural Committee. All property owners in The Trails At Brittany Phase VI shall be required to maintain said yard lights in proper working order. The specifications and style of the yard lights shall be consistent with Architectural styles of the home.

23. Homeowners Association, Commons and Lakes: Each owner of a lot in The Trails At Brittany VI shall, as a condition precedent to ownership, covenant and agree to accept and maintain membership in The Trails At Brittany Homeowners Association and to be bound by the reasonable rules and regulations of the Association and pay all assessments of the Association as determined in accordance with its Articles of Incorporation, By-Laws and the Declaration of Covenants and Restrictions contained herein and each said owner does hereby agree to pay such assessments by accepting conveyance of a deed to the lot. All future additions to The Trails At Brittany shall provide for each lot owner to become a member of the Association. Such future additions shall be assessed on a pro rata basis from the date of the recording of the final plat of the addition.

It shall be the duty and responsibility of The Trails At Brittany Homeowners Association to maintain in good condition the commons areas, lakes and entrance gates and accordingly the Association shall have the

authority to enforce these covenants and the authority to levy assessments for the maintenance of the commons areas and other Association expenses including utilities for the entrance gates and other purposes. The Association shall have the authority to impose legally enforceable liens on the lots for the purpose of collecting assessments and other liabilities of the lot owners. The owners shall pay all of the Association's costs, including attorney fees, incurred by the Association in enforcing these covenants, enforcing liens, collecting fees, assessments or other charges of the Association or enforcing its rules and regulations.

Lots 616, 617, 618, 629, 630, 631, 632, 633 and 634 shall be assessed at a full level of assessment; Lots 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 619, 620, 621, 622, 623, 624, 625, 626 and 628 shall be assessed at the rate of 2/3 of a full assessment; and Lots 601, 602, 603, 604, 605, 627, 635 and 636 shall be assessed at the rate of 1/3 of a full assessment.

The areas designated on the plat as "commons" (Lots 637, 638 and 639) in this subdivision are non-buildable lots and shall be conveyed to The Trails At Brittany Homeowners Association, an Illinois not-for-profit corporation. Such conveyance shall occur no later than the date on which the developer has conveyed four (4) lots in The Trails At Brittany VI. Such areas designated "commons" shall be devoted to the common use and enjoyment of the owners of all lots in The Trails At Brittany Phases I, II, III, IV, VI and future additions. The management and control of these areas designated "commons" shall be exclusively

exercised by The Trails At Brittany Homeowners Association, an Illinois not-for-profit corporation.

With respect to the lakes, it is also provided as follows:

(a) Lake water shall not be used for ground watering purposes.

(b) No pollutants shall be discharged into the lake; accordingly, owners shall be responsible for prohibiting the discharge of pollutants from their respective lots into the lake. A violation of this provision shall subject the lot owner to a penalty of \$25.00 for each violation, if any. The penalties shall be \$15.00 per day for each day that the lot owner permits the violation to continue to occur after notice thereof to the lot owner.

(c) Boats longer than 14 feet in length shall not be permitted upon the lake. No boat shall be equipped with mechanized power except an electric trolling type motor.

25. Annexation: The owner of each lot in the subdivision agrees to annex to the City of Champaign at the time and in the manner required by the annexation agreement with the City of Champaign dated March 4, 1994, covering this addition and future additions to The Trails At Brittany. Each owner agrees to execute and deliver to the City of Champaign appropriate annexation petitions in the form and at the time required by the City pursuant to the Annexation Agreement. The City of Champaign shall have the right to enforce the provisions of this paragraph directly against the lot owner.

See Exculpatory Clause Attached

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26. Mailboxes: The specifications and style of all mailboxes in the subdivision shall be determined by the architectural committee and each lot owner shall obtain approval of the specifications and style of the mailbox prior to installation. Any mailbox not conforming to the standards and specifications of the architectural committee or not approved for installation shall be removed and replaced as designated by the committee. Any replacement mailbox shall be substantially identical to the original mailbox as determined by the architectural committee.

27. Maintenance of Lot Site During Construction: During the course of construction, all materials and equipment shall be stored only on the lot on which construction is under way. Debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or be suitably covered. During construction, a closing refuse container sufficient in size to handle all waste material generated at the site must be located on the premises. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning of debris shall take place upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. The developer reserves the right to clean up any construction site it deems necessary and shall have the right to charge the lot owner for the cost of such clean up.

28. Site Development: Grading of each building site and setting of finished floor elevations of associated structures shall be completed such that water drainage around and away from completed structures does not encroach on adjacent properties.

See Exculpatory Clause Attached

The front yard of each lot, including adjacent street parkway, shall be sodded by the owner of the lot after substantial completion of any principal structure thereon and as soon as weather reasonably permits. The remaining lot area shall be sodded or seeded as soon as whether reasonably permits.

Complete landscape development of each lot shall be required within a reasonable time period following construction but not to exceed one (1) year. Planting plans showing species and exact locations of proposed plantings shall be submitted and approved by the architectural committee prior to installation. The architectural committee may require minimum foundation plantings and at least one (1) ornamental flowering tree on each lot and such other landscaping as the committee reasonably determines.

29. Fences: Fences may be allowed on each individual lot; however, the design for each fence to be erected shall first be submitted to the architectural committee for approval.

30. Sidewalks and Driveways: Each property owner shall repair and maintain in good condition any sidewalk provided for his or her respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways between public walks and residences must be paved with concrete or asphalt. Driveways between the sidewalks and street shall be paved with concrete or asphalt or poured with cement a minimum of six inches (6") thickness.

31. Construction: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens or charges herewith provided or any part thereof is invalid or for any reason

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

32. The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

BANKILLINOIS TRUST COMPANY, Trustee
Under Trust No. 030-877-617,

By: [Signature]
VICE-PRESIDENT

ATTEST: [Signature] (M. Meislahn T.O.)

Exculpatory Provisions Limiting the
Liability of BankIllinois Attached
Hereto are Expressly Made a
Part Hereof.

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Liability of BankIllinois Attached
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Part Hereof.

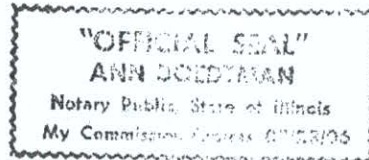
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STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Philip Hogan, as ~~VICE-PRESIDENT~~ TRUST OFFICER OF BANKILLINOIS, and KAREN ZWEISLAW, as ~~TRUST OFFICER~~ VICE-PRTS and TRUST OFFICER, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said bank, for the uses and purposes therein set forth; and the said TRUST OFFICER did also then and there acknowledge that said Secretary, as custodian of the corporate seal of said bank, did affix the said corporate seal of said bank to said instrument as said Secretary's own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of APRIL, 2003.

Ann Dordtman
Notary Public



This instrument prepared by:
& return to:
Charles L. Palmer
FLYNN, PALMER & TAGUE
402 West Church Street
P. O. Box 1517
Champaign, IL 61824-1517
Telephone: (217) 352-5181
Fax: (217) 352-7964

Revenue Stamps Here

037463

RIDER ATTACHED TO AND MADE A PART OF
THE TRAILS AT BRITTANY PHASE VI OWNER'S CERTIFICATE AND DEDICATION
DATED April 2TH, 2003, UNDER TRUST NO. 030-877-617

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trust or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Bank of Illinois due to any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee contained in this instrument, either expressed or implied; all such personal liability, if any, being expressly waived and released.

See Exculpatory Clause Attached

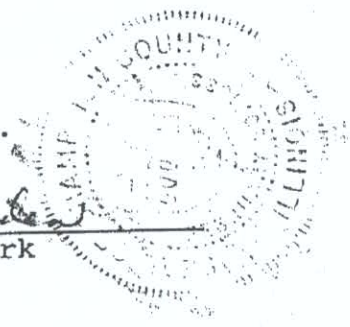
having a chord bearing of South 27° 38' 05" West and a radius of 60.00 feet; thence South 66° 59' 02" East, 160.84 feet; thence South 37° 16' 24" West, 111.15 feet; thence South 67° 22' 38" West, 111.15 feet; thence North 83° 08' 13" West, 106.69 feet; thence North 54° 16' 11" West, 106.69 feet; thence North 24° 10' 02" West, 115.59 feet; thence North 7° 10' 12" East, 115.59 feet; thence South 67° 09' 40" East, 149.38 feet; thence 10.10 feet along a curve to the right, concave to the Southeast, having a chord bearing of North 15° 20' 28" East and a radius of 60.00 feet; thence North 67° 09' 40" West, 148.06 feet; thence North 22° 50' 20" East, 185.94 feet; thence North 29° 45' 08" West, 128.66 feet; thence South 56° 07' 23" West, 115.00 feet; thence South 39° 57' 43" West, 207.80 feet; thence North 69° 07' 06" West, 146.05 feet; thence 20.00 feet along a curve to the left, concave to the Southeast, having a chord bearing of South 21° 49' 26" West and a radius of 620.00 feet; thence South 69° 07' 06" East, 145.22 feet; thence South 08° 02' 31" West, 122.09 feet; thence North 83° 48' 58" West, 216.84 feet; thence 75.97 feet along a curve to the right, concave to the southeast, having a chord bearing of North 09° 16' 07" East and a radius of 680.00 feet; thence North 77° 32' 39" West, 159.74 feet; thence South 16° 40' 08" West, 42.83 feet to a point being 50.00 feet East of the West line of the Northeast Quarter of said Section 20; thence North 00° 40' 48" West, 879.66 feet on a line parallel with and 50.00 feet East of the West line of the Northeast Quarter of said Section 20 to the North line of the Northeast Quarter of said Section 20; thence North 89° 53' 39" East, 1,262.76 feet along the North line of the Northeast Quarter of said Section 20 to the Northwest corner of The Trails at Brittany Countryside 2nd Subdivision as recorded on Document Number 2002 R 05133 in the Champaign County Recorder's Office; thence along the Southwesterly boundary of said The Trails at Brittany Countryside 2nd Subdivision on the following described courses: South 00° 06' 21" East, 170.18; South 25° 57' 59" East, 75.96 feet; South 43° 23' 24" East, 200.00 feet; South 46° 10' 08" East, 93.67 feet to the True Point of Beginning, encompassing 27.518 acres, more or less, in Champaign County, Champaign Township, Illinois.

037463

Permanent Tax Number: _____

Dated this 21~~st~~ day of March, 2003.

03-20-20-200-028, 025, 022 + 020 (2001) Mark Shelden
 03-20-20-200-021, 022, 020 (2000) Mark Shelden, County Clerk
 03-20-20-200-017, 013, 015 (1999) 2



037463

SCHOOL DISTRICT STATEMENT

RE: Plat of The Trails At Brittany
Phase VI, Champaign, County, Illinois

The undersigned, Developer and beneficial owner under Trust Agreement dated November 19, 1995, and known as Trust No. 030-877-617, in which BANKILLINOIS, a corporation, of Champaign, Illinois, is Trustee and owner of record, of the real estate subdivided in the above-named subdivision and plat, does hereby certify that the entire said subdivision and all lots contained therein are located in Community Unit School District No. 4 and Parkland College District 505, Champaign County, Illinois.

This School District Statement is provided and furnished for recording pursuant to 765 ILCS 205/1.005 (Illinois Public Act No. 286).

DATED this 24th day of MARCH, 2003.

THE ABOVE SPACE FOR RECORDER'S USE ONLY

HALLBECK HOMES, INC.

By: _____

Daniel Hallbeck
Daniel Hallbeck,
President

Subscribed and sworn to before me this 24th day of March, 2003.

Linda L Seed

Notary Public



Prepared by:

Charles L. Palmer
FLYNN, PALMER & TAGUE
402 West Church Street
P. O. Box 1517
Champaign, IL 61824-1517
Telephone: (217) 352-5181
Fax: (217) 352-7964

2003R37463

RECORDED ON

08-21-2003 8:33:06

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC. FEE: 89.00
REV FEE:
PAGES: 27
PLAT ACT:
PLAT PAGE: 1

Trails AT Brittany Phase VI

Date: 8-19-03

Instrument: Plat

Description: NE 1/4 20-19-8

Return to: HDC 352-6974

Fee: _____

037463



201 W. Springfield Ave., Suite 300
P.O. Box 140
Champaign, Illinois 61824-0140
BUS. (217) 352-6976
FAX (217) 356-0570

RECORDING AGENT DESIGNATION

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

I, Merle E. Ingersoll, Jr., Illinois Professional Land Surveyor Number 3202, in accordance with PAB7-0705 (The Plat Act) do hereby designate Allied Title Services, Inc., Champaign Planning Department staff, or Dan Hallbeck as the agent who may record "The Trails at Brittany Phase VI". A true copy of which has been retained by me to assure no changes have been made to said plat.

Champaign County, Illinois

Dated: January 24, 2003

Merle E. Ingersoll, Jr.
Merle E. Ingersoll, Jr.
Illinois Professional Land Surveyor No. 3202
License Expires 11/30/04

