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**FIRST COMBINED, REVISED AND RESTATED COVENANTS FOR
THE TRAILS AT BRITTANY SUBDIVISION PHASES NOS. 1 - 7**

(6)

Prepared by/return to:

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STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

**FIRST COMBINED, REVISED AND RESTATED COVENANTS
THE TRAILS AT BRITTANY SUBDIVISION PHASES NOS. 1 - 7**

These First Combined, Revised and Restated Covenants (the "Restated Covenants") for THE TRAILS AT BRITTANY SUBDIVISION Phases Nos. I, II, III, IV, V, VI and VII" (collectively the "Subdivision" or "Subdivisions") are made effective this September 15, 2022, by the Trails at Brittany Homeowner's Association, an Illinois not-for-profit corporation (a/k/a "Trails at Brittany Homeowners Association" and "Trails at Brittany Home Owners Association", hereinafter the "Association" and "The Trails at Brittany Homeowners Association"), following the approval of the Restated Covenants by the owners of at not less than three-fourths (3/4) of the total lots identified in each of the Plats of Subdivision attached to Documents 95 R 26125, 97 R 03962, 99 R 18555, 99 R 30899, 2000 R 22599, 2003 R 05897, 2003 R 37463, and 2003 R 37464, all recorded in the office of the Champaign County, Illinois, Recorder of Deed ("the Plats").

These Restated Covenants supersede the Covenants set forth in the Plats (the "Prior Covenants"). From the effective date of these Restated Covenants, the Prior Covenants shall be given no further force and effect.

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 Plats, by adopting the descriptions found in said Plats as THE TRAILS AT BRITTANY SUBDIVISION PHASE I, II, III, IV, V, VI, and/or VII, CITY OF CHAMPAIGN, ILLINOIS, including any duly filed replats of lots in existence as of the Effective Date of these Restated Covenants, shall be taken and understood as incorporating in all such conveyances, without repeating the same, the following restrictions as being applicable to each such tract of land, to wit:

DEFINITIONS

For the purpose of these Restated Covenants, 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.

Association: The Trails at Brittany Homeowners Association, an Illinois not-for-profit corporation.

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

Board: The Trails at Brittany Homeowners Association Board of Directors.

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.

Effective Date: The Date on which 75% of record owners of Phases I, II, III, IV, V, VI and VII of the Trails at Brittany Subdivisions approve these Restated Covenants, as evidenced by their signatures (direct or by proxy) herein.

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

Subdivision: All lots located within what has previously been described as Phases I, II, III, IV, V, VI

and VII of the Trails at Brittany Subdivisions as set forth in the Plats and any replats duly filed as of the Effective Date.

APPLICATION

The Revised Covenants below, in their entirety, shall apply to all lots in the Subdivision.

COVENANTS

1. Allowable Structures: No structure shall be erected, altered placed or permitted to remain on any building site other than one detached single family 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: As of the Effective Date of these Revised Covenants, The Trails at Brittany Architectural Committee shall be composed of the following three (3) persons:

1. John Gilman, 1905 Kensington Knoll Drive, Champaign IL 61822
2. Elaine Hlavach, 4306 Curtis Meadow Drive, Champaign IL 61822
3. Shirley Faughn, 1708 Mullikin Drive, Champaign IL 61822

The Board may remove or replace any member of the Architectural Committee by majority vote. The Architectural Committee will have a representative on the Board to provide periodic reports documenting activity. All members of the Architectural Committee shall be owners of one or more lots in the Subdivision. Any action approved by a majority of the members of the Architectural Committee shall be considered to be the action of the Architectural Committee. The Architectural Committee may designate a representative to act for it and may delegate its powers and duties to its representatives. Any action taken by the designated representatives of the Architectural Committee shall be considered to be the action of that Committee.

(a) Approval by Committee: No construction work shall be commenced upon any structure unless the plans and specifications therefore 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 25% 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 requirement 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 31 of these covenants. No homeowner shall undertake construction or repairs in the Commons without advance notice to the Architectural Committee.

(c) Failure of Committee to Act: In the event a matter requiring action by 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 buildings shall be located closer to the side lot lines than a distance of twelve (12) feet, except that side yard setback may be reduced by the Architectural Committee for permitted accessory building 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 the 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. Any building in existence on a lot as of the Effective Date of these Restated Covenants shall be deemed to have been granted a variance or otherwise exempt from these provisions.

With respect to Lots 501, 510, 710-720, 627 and 637, 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 a 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 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 constructed per building site. Said dwelling shall be occupied exclusively by a single family. Rental of dwellings for periods of less than one month shall be subject to regulation by the Board as set forth in the bylaws.

6. Easements: The Subdivision lots as set forth in the above-referenced plats are dedicated for use by utilities perpetually to the public, for utility purposes including, but not limited to, water, sanitary sewer, storm sewer and drainage, gas, telephone, electricity, internet, 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 easement and to maintain or authorize the utility to maintain said easement free from buildings, fences, structures, trees, and obstructions of any kind whatsoever. No person shall obstruct said easement 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 easement nor shall post office boxes or other small structures required by law to be placed within the easement; however, the property owner shall bear the cost of repair or replacement of any such items damaged or destroyed as 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.

Owner hereby dedicates the tracts shown as drainage easement or drainage ways or facilities perpetually to the public for storm water drainage purposes including, but not limited to constructing, using, operating, maintaining, repairing or reconstructing storm water drainage detention, retention, inlet or outlet facilities or

any combination thereof and including the right to place spoil from drainage facilities on the same and to maintain said easement free from any building, fences, structures, and obstruction whatsoever.

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 lot in the Subdivision 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, Swimming Pools, Solar Panels, and Wind Energy Systems: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other 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 36" in diameter are allowed if they are within the structure. Satellite dishes less than 36" 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. Solar panels shall be designed to be an integral part of the architecture; no free-standing solar structures are allowed. Wind energy systems, intended to produce energy from wind, may not be constructed on any lot or Commons.

11. Signs: Except as set forth below, no signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent. Notwithstanding the foregoing, signs advertising a candidate for elected office or regarding a referendum may be displayed during the ninety day period prior to an election but shall be removed within 5 days following said election.

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. Solid waste including materials to be recycled should be properly contained so they will not spill out or become wind-blown. Composting and storm water collection systems are allowed provided they are enclosed, placed at least 15 feet away from neighboring properties, and screened from view from the front of the property in a manner approved by the Architectural Committee.

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 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 lot owners in the Subdivision 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 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 number of automobiles in use by the owner of residence.

18. Nuisances: No noxious or offensive activity shall be carried on upon any lot or commons area, 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 Association 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 Paragraph 23 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 photoelectric switch that illuminates during hours of darkness. No hedge or fence or any other type of abstraction 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 lot owners in the Subdivision 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. Commons, Lakes, and Association Membership: The areas designated on the plat as "commons" in this subdivision are hereby dedicated to the public for the installation of utilities and drainage to serve all sections of the Subdivision. Subject to said dedication, such areas designated "commons", which includes the lakes, shall be devoted to the common use and enjoyment of the owners of all lots in the Subdivision and future additions to Trails at Brittany, if any. Motorized vehicles are not permitted in commons or lake areas, except for contracted services. 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.

Each owner of a lot shall, as a condition precedent to ownership, covenant, and agree to accept and maintain membership in the Association and be bound by the reasonable rules and regulations of the Association and pay all assessments of the Association as determined in accordance with this Articles of Incorporation, By-Laws, and the Declaration of Covenants and Restrictions continued 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 Subdivision 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 through bylaws promulgated by the Board. 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 through bylaws promulgated by the Board. The owners shall pay all the Association's costs, including attorney fees, incurred by the Association in enforcing these covenants, enforcing liens, collecting fees, assessments or other changes of the Association or enforcing its rules and regulations.

Assessment levy rates in the Subdivision shall be divided into three groups, each with a different level of assessment. The three levels are 1/3 assessment value, 2/3 assessment value, and 3/3 ("full") assessment value. Each lot's respective assessment value is as follows:

1/3 assessment value: Lots 1, 2, 3, 4, 5, 16, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 57, 58, 59, 60, 61, 62, 101, 102, 310, 311, 312, 313, 314, 315, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 601, 602, 603, 604, 605, 627, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, and 720.

2/3 assessment value: Lots 6, 7, 8, 9, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 47, 48, 49, 50, 53, 54, 55, 56, 202, 203, 301, 302, 404, 405, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 619, 620, 621, 622, 623, 624, 625, 626, 628, 635, 636, 705, 706, 707, 708, and 709.

3/3 assessment value: Lots 10, 11, 23, 24, 25, 26, 51, 52, 204, 205, 303, 304, 305, 306, 307, 308, 309, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 401, 402, 403, 616, 617, 618, 629, 630, 631, 632, 633, 634, 701, 702, 703, and 704.

The Commons areas (63, 64, 65, 66, 68, 69, 70, 206A, 332, 334, 406, 637, 638, 639) in this Subdivision are non-buildable lots and have been conveyed to The Trails at Brittany Homeowners Association, an Illinois not-for-profit corporation. Such areas designated "commons" shall be devoted to the common use and enjoyment of the owners of all lots in the Subdivision. The management and control of these areas designated "commons" shall be exclusively exercised by the Association through bylaws promulgated by the Board.

24. Association Board of Directors: The Board of Directors of the Association shall be elected by the Subdivision lot owners. The number of Board members shall be five as of the Effective Date of these Revised Covenants and may be modified through amendments to the bylaws as promulgated by the Board. Each Board Member shall serve a 2-year term, staggered among the members, with annual elections for 3 members in odd years and 2 members in even years. The minimum requirement for Board members shall be that they are a lot owner and over the age of 21 years. Membership of the Board as of the date these Restrictive Covenants become effective shall consist of the following persons:

1. Janet Peshkin. 1711 Brighton Court, Champaign IL (term ending 2024)
2. Shirley Faughn. 1708 Mullikin Dr, Champaign IL (term ending 2024)
3. Jean Wichman. 4302 Brittany Trail Dr, Champaign IL (term ending 2023)

4. Katie Newman. 1804 Kensington Knoll Dr, Champaign IL (term ending in 2024)
5. Imad Al-Qadi. 1803 Kensington Knoll Dr, Champaign IL (term ending 2023)

25. Bylaws and Meetings: The Board shall promulgate bylaws to make provisions for the duties for Board members, Officers, and Committees; establishing and maintaining communications between lot owners and the Association; establishing the time, place and manner of Board member and other elections or referenda, owner meetings and Board meetings; the giving of proxies for voting; the giving of notices to lot owners and to address such other matters not specifically delineated in these Restated Covenants. The Board is authorized to conduct lot owner and Board meetings remotely through an internet appliance (for example, by using a service such as Zoom or Microsoft Teams) and to authorize committees of the Board to do likewise, to conduct elections remotely (for example, by using an online service such as electionbuddy.com), and to give notice remotely (for example, by sending a blanket email to lot owners or by posting notice on an Internet website maintained or utilized by the Board).

26. Lakes: The lakes located in the Subdivision are dedicated to the common use and enjoyment of all lots located therein. The management, maintenance and control of the lakes 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, owner 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 financial penalty, initially set at \$25.00 per day but which may be amended by the Board in the bylaws.
- (c) Boats longer than 15 feet in length shall not be permitted upon the lake. No boat shall be equipped with mechanized power except an electric trolling type motor.

27. Annexation: To the extent not already concluded, 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 1994. 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.

28. 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.

29. 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 Association 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.

30. 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.

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 weather 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. Lots must be maintained with regular mowing and snow removal appropriate to the season. Trees, flower garden beds, and landscaping should be maintained to remove dead plantings and prevent overgrowth of weeds. Bushes and trees that surround the property should be kept trimmed if spilling into Common areas or walkways.

31. 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.

32. 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 concrete a minimum of six inches (6") thickness.

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

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

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DONE this September 20, 2022 in Champaign, Illinois.

APPROVED BY THE TRAILS AT BRITTANY HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS PURSUANT TO PROXIES LISTED ON THE ATTACHED EXHIBIT "A":

Janet Peshkin
JANET PESHKIN,
Trails at Brittany Board Member
1711 Brighton Court, Champaign IL 61822

Shirley Faughn
SHIRLEY FAUGHN,
Trails at Brittany Board Member
1708 Mullikin Dr, Champaign IL 61822

Jean Wichman
JEAN WICHMAN,
Trails at Brittany Board Member
4302 Brittany Trail Dr, Champaign IL 61822

Katie Newman
KATIE NEWMAN,
Trails at Brittany Board Member
1804 Kensington Knoll Dr, Champaign IL 61822

Imad Al-Qadi
IMAD AL-QADI,
Trails at Brittany Board Member
1803 Kensington Knoll Dr, Champaign IL 61822

STATE OF ILLINOIS)
) ss.
COUNTY OF CHAMPAIGN)

I, the undersigned, certify that JANET PESHKIN, SHIRLEY FAUGHN, JEAN WICHMAN, KATIE NEWMAN, and IMAD AL-QADI, have appeared together before me and having been duly sworn, each then declared to me that they are the constituted and acting Board of Directors of The Trails at Brittany Subdivision, and that they executed this instrument as his or her free and voluntary act for the purposes therein expressed, being to approve the **First Combined, Revised And Restated Covenants The Trails At Brittany Subdivision Phases Nos. 1 – 7**, and that they did so on authority granted to them pursuant to proxies duly executed by the respective lot owners of the 7 phases of the The Trails at Brittany Subdivision.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this September 20, 2022.

Chad S Beckett
NOTARY PUBLIC

