

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

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

REC. FEE: 89.00  
REV FEE:  
PAGES: 27  
PLAT AC1:  
PLAT PAGE: 1

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.

(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

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**