

PONDS OF WINDSOR II  
 An Addition to the  
 City of Champaign,  
 Champaign County, Illinois

Protective Covenants

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF CHAMPAIGN )

OWNER'S CERTIFICATE

BANKILLINOIS, a corporation,  
 of Champaign, Illinois, as  
 Trustee, under Trust No.  
 030 879 043, as the record and  
 legal owner of certain real  
 estate, makes this Certificate as  
 to such real estate described as  
 follows:

The Northeast 1/4 of the  
 Northwest 1/4 of Section 26,  
 Township 19 North, Range 8  
 East of the Third Principal  
 Meridian, except the East  
 Half of the East Half  
 thereof, situated in  
 Champaign County, Illinois (consisting of a total of 30  
 acres)

THE ABOVE SPACE FOR RECORDER'S USE ONLY

Owner states that the same was caused to be surveyed and  
 platted by Stephen A. Kurth, a Registered Illinois Professional  
 Land Surveyor No. 1945, and the undersigned does hereby adopt,  
 ratify and confirm the plat prepared by said Surveyor and name  
 such subdivided real estate "PONDS OF WINDSOR II, An Addition to  
 the City of Champaign, Champaign County, Illinois", and the  
 undersigned does hereby dedicate the tracts marked "Windward  
 Boulevard", "Windward Pointe", "Country Place", "Pembroke  
 Pointe", and "Autumnwood Place", the same being streets therein,  
 and that part set aside as Easements, to the public, for the  
 public use, and the undersigned does dedicate for public use all  
 of the utilities such as water mains, storm sewers and sanitary  
 sewers to the public for public use forever.

Each of said lots in said subdivision on which there appears  
 a broken line designated as "Easement" is subject to a permanent  
 easement, and the number of feet in width as shown on the Plat  
 for the installation and maintenance of gas, telephone and power  
 lines, water and sewers, and any other utilities which may be

needed for the benefit of any or all of the lots in said subdivision and for the public.

It is hereby provided that all conveyances of property hereinafter made in said subdivision by the present or future owners of any of the lands described in said Surveyor's Certificate for said subdivision shall, by adopting the above description of said land as platted, be taken and understood as if incorporating in all such conveyances without repeating the same, the following restrictions, as applicable:

#### DEFINITIONS

For the purpose of this Declaration and Owner's Certificate, certain words and terms are hereby defined.

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

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

Building Site: A portion of the subdivision consisting of one or more lots as platted.

Developer: Hallbeck Homes, Inc.

Dwelling Unit: Any separate building or portion of building occupied or designed to be occupied by and used exclusively for a residence by a single family.

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

#### AREA OF APPLICATION

The proposed covenants below, in their entirety, shall apply to Lots 201 through 214, inclusive, and 217 through 237, inclusive. Lot 238 (lake) and Lots 215 and 216 are subject to some different covenants.

COVENANTS

1. Allowable Structures: No structure shall be erected, altered, placed, or permitted to remain on any lot or building site other than the following:

a. One detached single family dwelling, a private garage of not less than two (2) cars, and other accessory buildings incidental to such residential use. This provision shall not be applicable to Lot 238 (lake);

b. As to Lots 201 through 207, inclusive, and Lots 217 through 225, inclusive, and Lots 228 through 236, inclusive, two (2) dwelling units, a private garage for each unit of not less than two (2) cars, and other accessory buildings incidental to such residential use;

c. As to Lot 208 and Lots 237, three (3) dwelling units, a private garage for each unit of not less than two (2) cars, and other accessory buildings incidental to such residential use;

d. As to Lots 209 through 214, inclusive, and Lots 226 and 227, four (4) dwelling units, a private garage for each unit of not less than two (2) cars, and other accessory buildings incidental to such residential use;

e. Where a building site shall consist of two or more lots, the number of dwelling units shall not exceed the total or sum of dwelling units for such lots provided for hereinabove;

f. Lot 215 shall allow structures containing no more than a total of 24 dwelling units, subject to approval of the Architectural Committee and applicable ordinances of the City of Champaign;

g. Lot 216 shall allow structures containing no more than a total of 28 dwelling units, subject to approval of the Architectural Committee and applicable ordinances of the City of Champaign; and

h. No structures shall be allowed on Lot 238 (lake) except those incidental to storm water management and utilities.

2. Architectural Control:

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

Richard J. Hallbeck      Greg A. Millage      Daniel J. Hallbeck

A majority of the committee may designate a representative to make its report. 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 Ponds of Windsor 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 Architectural Control to promote the residential development of PONDS OF WINDSOR, An Addition to the City of Champaign, Champaign County, Illinois, and to enhance property values therein; therefore, the Architectural Control Committee shall have the right and power to reject 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.

(1) Building Plats, Etc.: No 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 plot plan showing lot lines, boundaries of the building site, distance 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, plot plan and grading plan, as finally approved, is deposited for permanent record with the Architectural Committee.

(2) 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.

(3) 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.

(4) Waiver of Liability: The approval by the Architectural Committee of any plans and specifications, plot 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 plot 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.

(5) Constructive Evidence of Action By 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.

3. Minimum Dwelling - Quality and Size: It is the intent and purpose of these covenants to assure that all dwelling structures and dwelling units shall be of the quality of workmanship and materials substantially the same or better than

that which can be produced on the date these covenants are recorded. For all dwelling units, the ground floor area above surrounding grade or the main structure, exclusive of open porches and garages, shall be not less than 1,450 square feet, for a dwelling unit of less than two stories; in the event the main structure is a two-story dwelling unit, the ground floor area, exclusive of open porches and garages, shall be not less than 825 square feet, and the total required floor area shall not be less than 1,650 square feet, exclusive of open porches and garages. These provisions shall not apply to Lots 215 and 216.

4. Building Location: No building or dwelling unit shall be located on any lot nearer than twenty-five (25) feet to the front street right-of-way or nearer than twenty-five (25) feet to the rear lot line. No part of a dwelling shall be located nearer to a side lot line than six (6) feet unless a different distance is in compliance with the zero lot line development allowances pursuant to the ordinances of the City of Champaign, and in such event the distance between dwellings shall be no less than twelve (12) feet. With respect to all lots, no structures or fences shall be erected in the front set back lines. These provisions shall not apply to Lots 215 and 216.

5. Dwelling Units per Building Site: The number of dwelling units per building site shall be consistent with the provisions as set forth in paragraph 1 and subparagraphs thereunder set forth above.

6. Building Characteristics: All dwelling units shall be designed to achieve a balanced proportion and scale in the overall massing as well as with individual features such as patios, decks, porches, garages, entry porticos and the like. Except with the prior written approval of the Architectural Committee, no building shall be constructed or modified unless such building conforms to the following requirements:

a. All major roof pitches shall be not less than 6 in 12. Secondary roof pitches where less than 6 in 12 (example: eyebrow dormers) is desired will be considered for approval on an individual basis for each dwelling unit submitted for design review. Such submittals must contain a complete set of elevations which illustrate the portion of the roof under consideration.

b. Colors of brick shall be approved by the Architectural Committee. Contrasting mortar colors are not allowed. Surfaces other than brick shall be in color combinations to match or blend harmoniously with brick and shingles. Colors for accent and detail in areas such as window and gable trim, fascias, shutters, garage doors and door opening trim, and the like, shall be selected to

harmonize and coordinate with primary exterior colors in a complimentary fashion.

c. The exteriors of each and all dwelling units shall be constructed of no less than 30% brick, or as approved by the Architectural Committee.

7. Easements: Easements for installation and maintenance of underground utilities and drainage facilities are reserved as noted on the recorded plat. No building or outside facility within the subdivision shall be supplied with utility service lines above the surface of the ground. Each lot owner shall grant a written easement for such underground service upon request of the interested utility. 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 of the utilities. All utilities serving this subdivision and all connections made thereto shall be located beneath the surface of the ground excepting therefrom transformer installations and service pedestals. Required above ground appurtenances to the underground utility system shall be located within easement areas.

8. Percentage of Building Site Coverage: All buildings on a building site, including accessory buildings, shall not cover a total of more than thirty percent (30%) of the building site, except with the prior express written approval of the Architectural Committee.

9. Permissible Building - Order of Construction: All buildings erected on any building site shall be constructed of material of good quality suitably adapted 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.

10. 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. No partial construction shall be suspended for more than twenty (20) working days.

11. Building Site Development and Landscaping: 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 building site, including adjacent street parkway, shall be sodded by the owner of the building site. The remaining building site area shall be sodded or seeded. There shall be required minimum foundation plantings and at least one (1) ornamental flowering tree and one (1) shade tree on each building site per each dwelling unit. Complete landscape development of each building site shall be required within a reasonable time period following construction. The foregoing provisions regarding landscaping shall not apply to Lots 215 and 216. Landscaping for Lots 215 and 216 shall be subject to approval by the Architectural Committee.

12. 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 underway; 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. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning shall take place, of debris, upon the premises except in compliance with applicable ordinances. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times.

13. Temporary Structures: 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 a residence either temporarily or permanently.

14. Signs: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder during construction, or by the Developer.

15. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, and no oil wells, tanks, tunnels, mineral excavations or shafts shall 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 or grading incidental thereto.

16. 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 any commercial purpose.

17. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, grass, or other cuttings and other waste shall be kept only in sanitary containers and shall not be dumped upon any other lot in the subdivision. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored in a manner either inside a garage or other building or below ground so as not to be visible from other property.

18. 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 in compliance with an approved architectural plan and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected.

19. 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 right-of-way lines extended. Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street right-of-way line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from either side of a driveway and a point on the edge of the driveway towards the building fifteen (15) feet from the street right-of-way line.

20. Sewerage System: A sanitary sewer system has been installed in the subdivision and, therefore, no individual sewage disposal system shall be installed or maintained on any lot.

21. Off-Street Parking: All unit owners shall provide a garage for no less than two (2) automobiles in use by the residents of each dwelling unit. The foregoing provision shall not apply to Lots 215 and 216. All owners or residents in the subdivision owning or possessing trucks, trailers, campers, boats, motorcycles and motor homes which they desire to park in

the subdivision shall provide and use an enclosed garage for the storage of same when not in motion.

22. Sidewalks and Driveways: Each unit owner shall repair and maintain in good condition any sidewalk provided for his respective lot until such time as the responsibility for repair and maintenance has been accepted by public authorities. Driveways between public walk and residence must be paved with concrete or asphalt. Driveways between the sidewalk and street shall be paved with concrete or asphalt, or Portland Cement, minimum of six (6) inch thickness.

23. Post Lanterns: Each dwelling unit shall, upon actual occupancy of the dwelling unit, install and maintain electric post lanterns within ten (10) feet of the intersection of his driveway and street right-of-way. The lanterns shall be illuminated during the hours of darkness and shall be equipped with an automatic control device for this purpose. The lantern shall be equipped with appropriate lights having an equivalent minimum of seventy-five (75) watts. As to all dwelling units contiguous to Lot 238 (lake), these provisions shall apply in requiring such dwelling unit owners to maintain electric post lanterns in the rear of the dwelling units and located ten (10) feet from the rear lot line and centered on each dwelling unit. Locations of required post lanterns on Lots 215 and 216 shall be approved by the Architectural Committee.

24. 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; weeds on vacant lots shall be cut when twelve (12) inches high. If the lot owner fails to do so the Architectural Committee may cause weeds to be cut and a lien may be filed against the property for weed mowing, not to exceed \$50 per cutting. Lot owners shall endeavor to keep lots clean of debris and waste materials so as to preserve a neat appearance in the subdivision.

25. Waiver: The failure of the Architectural Committee, any building site owner or the present owner of said 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.

26. 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 Homeowner's Association shall also have the power to seek appropriate remedy for the enforcement of

these covenants. The City of Champaign, Illinois, shall have the right to enforce applicable City ordinances.

27. Authority to Release Rights: Seventy-five percent (75%) of the owners of lots, or dwelling units which have been sold, in PONDS OF WINDSOR II, An Addition to the City of Champaign, Champaign County, Illinois, shall have the authority at any time to release all or, from time to time, any part of the restrictions, conditions, covenants, reservations, liens, or charges herein set forth applicable to such area 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 charges shall no longer be required under the provisions herein set forth.

28. Homeowner's Association: It is understood and provided that all lot owners, and unit owners, shall be members of a PONDS OF WINDSOR and PONDS OF WINDSOR II Homeowner's Association, a not-for-profit corporation organized under the laws of the State of Illinois. It is anticipated that such Homeowner's Association shall encompass as members all lot owners and dwelling unit owners in both PONDS OF WINDSOR and PONDS OF WINDSOR II Subdivisions. All lot owners and residential unit owners agree to accept membership in said Association and to abide and be bound by the Articles of Incorporation, By-laws and reasonable rules and regulations of said Association and to maintain membership therein so long as such lot ownership is retained. Each owner-member shall be subject to assessment for annual dues to the Association not to exceed One Hundred Dollars (\$100.00) unless a larger amount is approved by the owners of 80% of the lots and dwelling units. 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 PONDS OF WINDSOR and PONDS OF WINDSOR II 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.

Accordingly, the Homeowner's Association shall have the following powers:

- (a) Authority to enforce these covenants and covenants applicable to PONDS OF WINDSOR.
- (b) Authority to levy dues assessments.

The foregoing provisions contained in paragraph 28 shall not apply to the owner and developer herein, HALLBECK HOMES, INC.

29. Lake Association: Owners of any lot or dwelling unit bordering upon the lake, Lot 238, shall be members of a PONDS OF WINDSOR Lake Association now or hereinafter in existence and be bound by the Articles of Incorporation, By-Laws and reasonable rules and regulations of such Association and to maintain membership therein so long as such lot or unit ownership is retained. All lot owners in PONDS OF WINDSOR bordering upon the lake, Lot 238, shall be invited to join such Association and become members thereof. No lot owner in PONDS OF WINDSOR shall be adversely affected as to their rights in and to Lots 41 and 42 (ponds) in PONDS OF WINDSOR. Each member shall be subject to assessment for annual dues to the Association in an amount determined by the Board of Directors of the Association not to exceed \$250.00 per year per lot or unit owner, unless approved by a majority of the members of the Association. Assessments for annual dues shall be used for the maintenance of the lake, Lot 238, and contiguous areas bordering the lake included in platted Lot 238, that are not intended to include or be used for inlet and outlet structures or the maintenance thereof. The obligation of assessments is imposed against each member and becomes a lien upon said owner's property 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.

The foregoing provisions contained in paragraph 29 shall not apply to the owner and developer herein, HALLBECK HOMES, INC.

30. Use of Lake: With respect to the lake, Lot 238, it is 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.

d. Use of the lake, Lot 238, shall be limited to members of the Lake Association.

31. Term and Amendments: Except as provided in paragraphs 28, 29 and 30, 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 signed by a person or persons then owning a majority of the platted lots in PONDS OF WINDSOR II, An Addition to the City of Champaign, Champaign County, Illinois, has been recorded, agreeing to change said covenants in whole or in part.

32. 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.

33. Satellite Dishes, Antennas & Other Equipment: No satellite dishes larger than 18 inches in diameter, antennas, transmitting or broadcasting equipment, appurtenances thereto, or similar equipment, shall be placed, stored, kept or used upon any lot at any time, either temporarily or permanently.

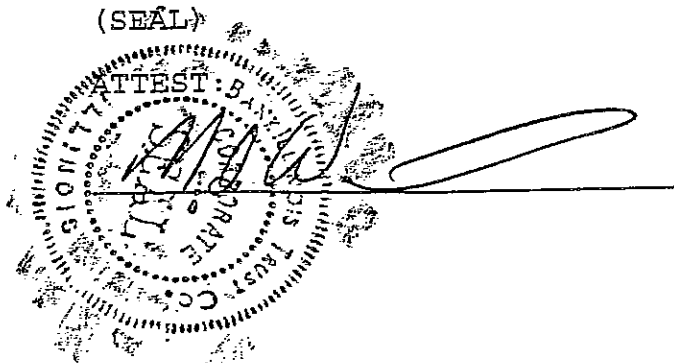
34. Interpretation Consistent with City of Champaign Ordinances: Application of any provision contained herein, and interpretation thereof, shall be consistent with the applicable ordinances of the City of Champaign.

IN WITNESS WHEREOF, this instrument has been executed by the Owner of that tract of real estate included in PONDS OF WINDSOR II, An Addition to the City of Champaign, Champaign County, Illinois, the same being BANKILLINOIS, as Trustee and not individually, which has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its Trust Officer this 8th day of September, 1997, at Champaign, Illinois.

See Exculpatory Clause Attached

BANKILLINOIS, as Trustee as aforesaid and not individually,

BY: Rhea A. Lawrence  
Vice President

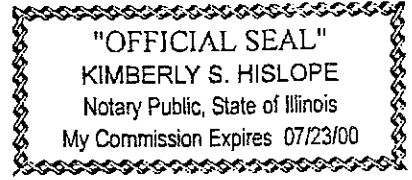


STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF CHAMPAIGN )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rhea A. Lawrence and Mark Wisniewski to me personally known to be Vice President and Vice President respectively, of BANKILLINOIS, a corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Officers, respectively, they signed, sealed, and delivered the said instrument as the free and voluntary act of said Bank for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said Bank.

Given under my hand and Notarial Seal this 24 day of September, 1997.

Kimberly S. Hislope  
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

**Rider Attached To And Made A Part Of**  
**The** Ponds of Windsor II Owner's Certificate

**Dated** September 8, 1997 **Under Trust No.** 030-879-043

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 Illinois Trust Company 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.

TAX CERTIFICATE OF COUNTY CLERK

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF CHAMPAIGN )

I, MARK SHELDEN, County Clerk of the County of Champaign, State of Illinois, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the tract of land described as follows:

The Northeast 1/4 of the Northwest 1/4 of Section 26, Township 19 North, Range 8 East of the Third Principal Meridian, except the East Half of the East Half thereof, situated in Champaign County, Illinois (consisting of a total of 30 acres).

Dated this 9 day of September, 1997.

*Mark Shelden*  
MARK SHELDEN, County Clerk

Permanent Tax Number: 03-20-26-100-002 (Champaign Township)

