



2007R0955431

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CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA
REC FEE: 93.00
RHSPS Fee: 10.00
REV FEE:
PAGES 34
PLAT ACT:
PLAT PAGE: 1

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

**THE TRAILS AT ABBEY FIELDS PHASE 2
OWNER'S CERTIFICATE AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, that
the undersigned, MAIN STREET BANK & TRUST
f/k/a BANKILLINOIS TRUST COMPANY, Trustee
Under Trust No. 030-877-617, being the
owner of the following described real
estate:

Tracts of land being a part of the East
Half (E ½) of the Southwest Quarter (SW
¼) of Section 17, Township 19 North,
Range 8 East of the Third (3rd) Principal
Meridian, Champaign County, Illinois,
being more particularly described as
follows:

Beginning at the Northwest corner of the East Half of the
Southwest Quarter of said Section 17, proceed South 89° 45' 47"
East 120.01 feet along the North line of the East Half of said
Southwest Quarter; thence South 00° 34' 30" East 120.06 feet;
thence North 89° 45' 47" West 120.01 feet to the West line of the
East Half of said Southwest Quarter; thence North 00° 34' 30"
West 120.06 feet along said West line to the Point of Beginning

AND

Beginning at the Northwest corner of the East Half of the
Southwest Quarter of said Section 17, proceed South 89° 45' 47"
East 180.02 feet along the North line of the East Half of said
Southwest Quarter to the True Point of Beginning; thence
continue South 89° 45' 47" East 592.55 feet along said North
line; thence South 00° 14' 13" West 194.00 feet; thence North 41°
04' 05" West 35.09 feet; thence 118.98 feet around a curve to
the left, concave to the Southwest having a radius of 140.00
feet, a chord bearing of North 65° 24' 56" West and a chord
length of 115.44 feet; thence North 89° 45' 47" West 462.52 feet;

See Explanatory Clause Attached

thence North $00^{\circ} 34' 30''$ West 120.06 feet to the True Point of Beginning

AND

Beginning at the Northwest corner of the East Half of the Southwest Quarter of said Section 17, proceed South $89^{\circ} 45' 47''$ East 180.02 feet along the North line of the East Half of said Southwest Quarter; thence South $00^{\circ} 34' 30''$ East 180.06 feet to the True Point of Beginning; thence South $89^{\circ} 45' 47''$ East 461.67 feet; thence 67.99 feet around a curve to the right, concave to the Southwest, having a radius of 80.00 feet, a chord bearing of South $65^{\circ} 24' 56''$ East and a chord length of 65.96 feet; thence South $41^{\circ} 04' 05''$ East 35.09 feet; thence South $48^{\circ} 55' 55''$ West 288.64 feet; thence 144.51 feet around a curve to the right, concave to the Southeast, having a radius of 66.00 feet, a chord bearing of South $49^{\circ} 10' 21''$ West, and a chord length of 117.32 feet; thence 208.40 feet around a curve to the right, concave to the Northwest, having a radius of 320.00 feet, a chord bearing of South $70^{\circ} 46' 04''$ West, and a chord length of 204.74 feet; thence South $89^{\circ} 25' 30''$ West 41.08 feet; thence North $00^{\circ} 34' 30''$ West 390.01 feet to the True Point of Beginning

AND

Beginning at the Northwest corner of the East Half of the Southwest Quarter of said Section 17, proceed South $89^{\circ} 45' 47''$ East 180.02 feet along the North line of the East Half of said Southwest Quarter; thence South $00^{\circ} 34' 30''$ East 630.07 feet to the True Point of Beginning; thence North $89^{\circ} 25' 30''$ East 41.08 feet; thence 149.63 feet around a curve to the left, concave to the Northwest, having a radius of 380.00 feet, a chord bearing of North $78^{\circ} 08' 40''$ East, and a chord length of 148.67 feet; thence South $23^{\circ} 08' 10''$ East 140.27 feet; thence South $41^{\circ} 04' 05''$ East 50.00 feet; thence South $48^{\circ} 55' 55''$ West 153.11 feet; thence South $41^{\circ} 04' 05''$ East 144.00 feet; thence South $48^{\circ} 55' 55''$ West 111.00 feet; thence North $41^{\circ} 04' 05''$ West 109.67 feet; thence 279.13 feet around a curve to the right, concave to the Northeast, having a radius of 395.00 feet, a chord bearing of North $20^{\circ} 49' 10''$ West, and a chord length of 273.36 feet; thence North $00^{\circ} 34' 30''$ West 79.60 feet to the True Point of Beginning

AND

Beginning at the Northwest corner of the East Half of the Southwest Quarter of said Section 17, proceed South $89^{\circ} 45' 47''$ East 120.01 feet along the North line of the East Half of said

Southwest Quarter; thence South 00° 34' 30" East 180.06 feet to the True Point of Beginning; thence continue South 00° 34' 30" East 530.46 feet; thence 321.56 feet around a curve to the left, concave to the Northeast, having a radius of 455.00 feet, a chord bearing of South 20° 49' 17" East, and a chord length of 314.91 feet; thence South 41° 04' 05" East 109.67 feet; thence South 48° 55' 55" West 43.53 feet; thence 330.94 feet around a curve to the left, concave to the Southeast, having a radius of 383.00 feet, a chord bearing of South 24° 10' 43" West, and a chord length of 320.74 feet; thence South 00° 34' 30" East 421.92 feet; thence 92.68 feet around a curve to the right, concave to the Northwest, having a radius of 59.00 feet, a chord bearing of South 44° 25' 30" West and a chord length of 83.44 feet; thence South 89° 25' 30" West 73.79 feet to the West line of the East Half of said Southwest Quarter; thence North 00° 34' 30" West 1711.47 feet along said East line; thence South 89° 45' 47" East 120.01 feet to the True Point of Beginning

AND

Beginning at the Northwest corner of the East Half of the Southwest Quarter of said Section 17, proceed South 89° 45' 47" East 120.01 feet along the North line of the East Half of said Southwest Quarter; thence South 00° 34' 30" East 710.52 feet; thence 321.56 feet around a curve to the left, concave to the Northeast, having a radius of 455.00 feet, a chord bearing of South 20° 49' 17" East and a chord length of 314.91 feet; thence South 41° 04' 05" East 109.67 feet; thence South 48° 55' 55" West 43.53 feet; thence South 41° 04' 05" East 66.00 feet to the True Point of Beginning; thence North 48° 55' 55" East 18.00 feet; thence South 41° 04' 05" East 140.00 feet; thence South 44° 46' 34" West 78.15 feet; thence South 05° 02' 48" West 84.07 feet; thence South 05° 13' 27" East 90.30 feet; thence South 89° 25' 30" West 159.24 feet; thence North 00° 34' 30" West 82.30 feet; thence 273.91 feet around a curve to the right, concave to the Southeast, having a radius of 317.00 feet, a chord bearing of North 24° 10' 43" East, and a chord length of 265.47 feet to the True Point of Beginning.

Enccompassing 13.818 acres more or less.

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 David E. Atchley, Illinois

Land Surveyor No. 2950, Champaign, Illinois, in the manner shown

on said plat; as a subdivision to be perpetually known as THE TRAILS AT ABBEY FIELDS PHASE 2, 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 City of Champaign 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 City of Champaign shall deem to be necessary or useful to the public. The City of Champaign 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 City of Champaign 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 City of Champaign to change said name as provided by law.

EASEMENTS

Owner hereby dedicates to the City of Champaign perpetual easements for drainage and public utilities on, above and through the tracts shown on the plat. Common lots 222 and 223B shall be considered as general drainage and utility easements areas in their entirety and lots 222 and 223B shall also be considered a public access easement in its entirety and it is hereby perpetually dedicated to the City of Champaign. 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 City of Champaign shall deem to be a utility. The City of Champaign 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 City of Champaign 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.

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.

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 ABBEY FIELDS PHASE 2, 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.

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 attached 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 ABBEY FIELDS

Architectural Committee shall initially be composed of the following three (3) persons:

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 ABBEY FIELDS AND THE TRAILS AT ABBEY FIELDS PHASE 2 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 site 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 inspect any construction work in progress upon any lot in the subdivision for the sole purpose of ascertaining whether the applicable provisions of these restrictive covenants are being fully complied with.

(5) 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 27 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 on all lots. 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. No building shall be located on any lot nearer than thirty (30) 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. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line, except for lots adjacent to a lake, in which case, no dwelling shall be located nearer than thirty (30) feet. For the purposes of this covenant, eaves, steps, fireplaces, chimneys and open porches shall not be constructed 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 bordering upon the lake, no structures or fences or planting, including especially hedges or similar plantings or landscaping, shall be erected in the rear thirty (30) 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.

With respect to any lots adjacent to the Marathon Pipe Line, LLC easement (Lots 222 and 223B), including but not limited to Lots 160, 161, 163, and 203-205, structures shall be required to follow the terms and conditions contained in the easement (the Right of Way Grant) and in the property

improvement guidelines and setbacks established by Marathon 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 30 feet of the existing pipeline and there are restrictions on the size of trees and shrubs and their maintenance and trimming within thirty (30) feet horizontal of the pipeline or any appurtenance.

Notwithstanding the foregoing, no accessory buildings or structures or outbuildings may be erected in the rear thirty (30) feet of lots bordering on any lake or the rear twenty five (25) feet of all remaining lots, except with the permission of the Architectural Committee. Nor may any accessory buildings or structures or outbuildings may be erected in the front fifty (50) feet of any lot except with the permission of the Architectural Committee.

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.

6. 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.

7. 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.

8. 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. In no event may a structure be occupied until approved for occupancy by the City of Champaign or other appropriate governmental entity. Further, once construction has commenced, it may not be stopped for any consecutive period in excess of thirty (30) days. No excavation except as is necessary for the construction of improvements shall be permitted.

9. 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 attached to the structure. Satellite dishes larger than 24" but not greater than 36" 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. In ground pools may be allowed in the rear yard, with Architectural Committee approval, but not nearer than ten (10) feet of the rear and side yard lot lines, except for lots adjacent to the Marathon Pipe Line, LLC easement, Lots 222 and 223B, in which case they may not be nearer than twenty five feet of the easement border (the lot line for lots 222 and 223B).

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Off-Street Parking and Recreational Vehicles: All property owners in THE TRAILS AT ABBEY FIELDS PHASE 2 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 ABBEY FIELDS PHASE 2 owning or possessing any type of motorcycle, 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 or resident.

17. 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.

18. 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.

19. 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 all of the lot owners in the Trails at Abbey Fields and the Trails at Abbey Fields Phase 2; however, in no event may the provisions of Paragraph 22 hereof be amended, nor may any owner be voluntarily or involuntarily removed as a member of the association.

20. 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.

21. Yard Lights: The owners of every lot shall erect and maintain in good operating condition a yard light located in the front yard within ten (10) feet of the sidewalk. The owners of every lot adjacent to a lake(s) area shall erect and maintain in good operating condition a second yard light located within ten (10) feet of the rear property line for the purpose of

illuminating the lake area. These yard lights shall be located at points designated on the lots by the Architectural Committee. Said lights shall be equipped with a photo-electric cell that illuminates during hours of darkness. All property owners in THE TRAILS AT ABBEY FIELDS PHASE 2 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.

22. Homeowners Association, Commons and Lakes: Each owner of a lot in THE TRAILS AT ABBEY FIELDS PHASE 2 shall, as a condition precedent to ownership, covenant and agree to accept and maintain membership in THE TRAILS AT ABBEY FIELDS 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 ABBEY FIELDS 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 ABBEY FIELDS HOMEOWNERS ASSOCIATION to maintain in good

condition the commons areas, lakes and traffic circles located in the streets 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. 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. Upon completion of the commons areas by the developer, the maintenance shall be undertaken by and be the responsibility of the Association.

Lots 126-128 shall be assessed at a two-thirds (2/3) level of assessment and the remaining lots, lots 160-163 and 175-212 shall be assessed at the rate of one third (1/3) of a full assessment. Lots 222 and 223B are all Commons and are non-buildable lots and not subject to assessment.

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 storm sewers or the lake; accordingly, owners shall be responsible for prohibiting the discharge of pollutants

from their respective lots into the storm sewers or the lake. A violation of this provision shall subject the lot owner to a penalty of \$250.00 for each violation plus any and all costs, expenses, fines or penalties incurred in connection with any cleanup. An additional penalty 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) No docks may be erected or placed in or adjacent to the lake.

23. 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.

24. 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.

25. 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.

Unless underground irrigation is installed to service at a minimum the front yard of each lot, including adjacent street parkway, the front yard and 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 area serviced by the underground irrigation may be seeded.

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 three months following completion of construction weather permitting, but not later than the end of May for homes completed after October 1. 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.

26. Post Construction Responsibility and Indemnity: In accepting a deed to a lot in the subdivision, the Owners of every lot acknowledge and agree that they shall be solely responsible on and after the date of closing for maintaining at owner's expense the grade and drainage patterns and drainage components, including but not limited to swales and manholes, located on or serving their property. On and after construction, Owner (or its agents, assigns or contractors) shall be responsible for the construction and/or repair, restoration or installation of the grade, drainage patterns or drainage components or sidewalks necessary to comply with all applicable laws, ordinances, rules or regulations and Owner(s) further agree to indemnify and hold harmless MAIN STREET BANK &

TRUST f/k/a BANK OF ILLINOIS TRUST COMPANY, Trustee Under Trust No. 030-877-617 and HALLBECK HOMES, INC., their successors and assigns from any and all damages or expenses of any kind in connection therewith. Owners further agree to cooperate with MAIN STREET BANK & TRUST f/k/a BANK OF ILLINOIS TRUST COMPANY, Trustee Under Trust No. 030-877-617 and HALLBECK HOMES, INC. so that no charges or claims are made against any bond posted by them in connection with such work and when appropriate to cooperate with MAIN STREET BANK & TRUST f/k/a BANK OF ILLINOIS TRUST COMPANY, Trustee Under Trust No. 030-877-617 and HALLBECK HOMES, INC. in securing a release and/or cancellation of any such bonds.

27. 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. Chain link fences, fences taller than four (4) feet in areas adjacent to the lake and fences taller than six (6) feet elsewhere are prohibited. Further, all fences in areas adjacent to the lake must be ornamental in nature and "see through" unless specifically approved by the architectural committee.

28. 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. Each property owner covenants and agrees that by

accepting the deed and title to a lot and closing on the purchase thereof, that the property owner has inspected the lot and the sidewalk located thereon and that the same is in good condition and that the property owner, rather than the developer or seller of said lot, is responsible for any subsequent repair or reconstruction thereof and agrees to indemnify and hold the developer and seller harmless from any such liability. Each property owner further covenants and agrees prior to occupying any structure or improvement located on said lot, the property owner will repair and correct any broken or cracked sidewalk to the satisfaction of the appropriate governmental agencies and agrees to indemnify and hold the developer harmless from any claims or encumbrances on any bonds or other security that developer has given in connection with the subdivision or development. This covenant is for the benefit of the developer and may be specifically enforced by the developer. 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.

29. Covenant to Maintain Landscaping in Street

Median(s): THE TRAILS AT ABBEY FIELDS HOMEOWNERS ASSOCIATION or any of its assigns or successors in interest in the property shall be required to maintain landscaping in the medians on the property in accordance with any landscaping plan approved by the

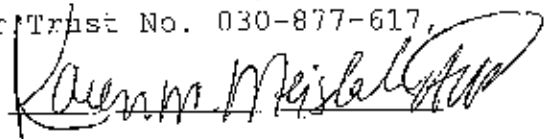
Forestry Supervisor for the City of Champaign at the sole discretion of said Supervisor. Owner agrees and stipulates that this covenant is made for the benefit of the City of Champaign, and that the City of Champaign shall have the right to exercise whatever legal or equitable remedies it may have available to it to enforce the same. Said covenant shall be a covenant running with the real estate that is being platted herein and it shall be binding on all assigns or successors in title. This covenant may not be released without the written consent of the City of Champaign, Illinois.

30. 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 charges of any part thereof shall be thereby affected or impaired.

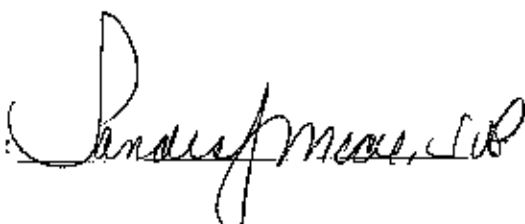
31. The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

MAIN STREET BANK & TRUST
f/k/a BANK ILLINOIS, Trustee
Under Trust No. 030-877-617

By:



ATTEST:

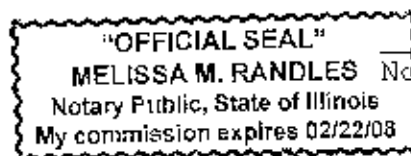


**Exculpatory Provisions Limiting
the Liability of Main Street Bank
& Trust Attached hereto are Ex-
pressly Made a Part Hereof.**

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 Karen Meislahn, as AVP of MAIN STREET BANK & TRUST, and Sandra Moore, as SVP of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP and SVP, 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 AVP 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 20th day of April, 2007.



Melissa M. Randles
Notary Public

This instrument prepared by:

Revenue Stamps Here

Stephen M. O'Byrne
Rawles, O'Byrne, Stanko, Kopley & Jefferson, P.C.
501 West Church Street
P.O. Box 800
Champaign, IL 61824-800
Telephone: (217) 352-7661
Fax: (217) 352-2169

Rider Attached To And Made Part Of

The Owner's Certificate and Dedication

Dated 4-9-07

Under Trust # 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 Main Street Bank & Trust 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.

(Rev. 7/04)

TAX CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, County Clerk for Champaign County, Illinois, do hereby certify that there are no unpaid current taxes or unpaid delinquent taxes or unpaid current special assessments or unpaid special assessments for the premises described as:

LEGAL DESCRIPTION

PER DESCRIPTION ATTACHED

DATED THIS 19th DAY OF APRIL, 2007.



Mark Sheldahl
COUNTY CLERK

LEGAL DESCRIPTION

Tracts of land being a part of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section 17, Township 19 North, Range 8 East of the Third (3rd) Principal Meridian, Champaign County, Illinois, being more particularly described as follows:

Beginning at the Northwest corner of the East Half of the Southwest Quarter of said Section 17, proceed South 89° 45' 47" East 120.01 feet along the North line of the East Half of said Southwest Quarter; thence South 00° 34' 30" East 120.06 feet; thence North 89° 45' 47" West 120.01 feet to the West line of the East Half of said Southwest Quarter; thence North 00° 34' 30" West 120.06 feet along said West line to the Point of Beginning

AND

Beginning at the Northwest corner of the East Half of the Southwest Quarter of said Section 17, proceed South 89° 45' 47" East 180.02 feet along the North line of the East Half of said Southwest Quarter to the True Point of Beginning; thence continue South 89° 45' 47" East 592.55 feet along said North line; thence South 00° 14' 13" West 194.00 feet; thence North 41° 04' 05" West 35.09 feet; thence 118.98 feet around a curve to the left, concave to the Southwest having a radius of 140.00 feet, a chord bearing of North 65° 24' 56" West and a chord length of 115.44 feet; thence North 89° 45' 47" West 462.52 feet; thence North 00° 34' 30" West 120.06 feet to the True Point of Beginning

AND

Beginning at the Northwest corner of the East Half of the Southwest Quarter of said Section 17, proceed South 89° 45' 47" East 180.02 feet along the North line of the East Half of said Southwest Quarter; thence South 00° 34' 30" East 180.06 feet to the True Point of Beginning; thence South 89° 45' 47" East 461.67 feet; thence 67.99 feet around a curve to the right, concave to the Southwest, having a radius of 80.00 feet, a chord bearing of South 65° 24' 56" East and a chord length of 65.96 feet; thence South 41° 04' 05" East 35.09 feet; thence

South $48^{\circ} 55' 55''$ West 288.64 feet; thence 144.51 feet around a curve to the right, concave to the Southeast, having a radius of 66.00 feet, a chord bearing of South $49^{\circ} 10' 21''$ West, and a chord length of 117.32 feet; thence 208.40 feet around a curve to the right, concave to the Northwest, having a radius of 320.00 feet, a chord bearing of South $70^{\circ} 46' 04''$ West, and a chord length of 204.74 feet; thence South $89^{\circ} 25' 30''$ West 41.08 feet; thence North $00^{\circ} 34' 30''$ West 390.01 feet to the True Point of Beginning

AND

Beginning at the Northwest corner of the East Half of the Southwest Quarter of said Section 17, proceed South $89^{\circ} 45' 47''$ East 180.02 feet along the North line of the East Half of said Southwest Quarter; thence South $00^{\circ} 34' 30''$ East 630.07 feet to the True Point of Beginning; thence North $89^{\circ} 25' 30''$ East 41.08 feet; thence 149.63 feet around a curve to the left, concave to the Northwest, having a radius of 380.00 feet, a chord bearing of North $78^{\circ} 08' 40''$ East, and a chord length of 148.67 feet; thence South $23^{\circ} 08' 10''$ East 140.27 feet; thence South $41^{\circ} 04' 05''$ East 50.00 feet; thence South $48^{\circ} 55' 55''$ West 153.11 feet; thence South $41^{\circ} 04' 05''$ East 144.00 feet; thence South $48^{\circ} 55' 55''$ West 111.00 feet; thence North $41^{\circ} 04' 05''$ West 109.67 feet; thence 279.13 feet around a curve to the right, concave to the Northeast, having a radius of 395.00 feet, a chord bearing of North $20^{\circ} 49' 10''$ West, and a chord length of 273.36 feet; thence North $00^{\circ} 34' 30''$ West 79.60 feet to the True Point of Beginning

AND

Beginning at the Northwest corner of the East Half of the Southwest Quarter of said Section 17, proceed South $89^{\circ} 45' 47''$ East 120.01 feet along the North line of the East Half of said Southwest Quarter; thence South $00^{\circ} 34' 30''$ East 180.06 feet to the True Point of Beginning; thence continue South $00^{\circ} 34' 30''$ East 530.46 feet; thence 321.56 feet around a curve to the left, concave to the Northeast, having a radius of 455.00 feet, a chord bearing of South $20^{\circ} 49' 17''$ East, and a chord length of 314.91 feet; thence South $41^{\circ} 04' 05''$ East 109.67 feet; thence South $48^{\circ} 55' 55''$ West 43.53 feet; thence 330.94 feet around a curve to the left,

concave to the Southeast, having a radius of 383.00 feet, a chord bearing of South 24° 10' 43" West, and a chord length of 320.74 feet; thence South 00° 34' 30" East 421.92 feet; thence 92.68 feet around a curve to the right, concave to the Northwest, having a radius of 59.00 feet, a chord bearing of South 44° 25' 30" West and a chord length of 83.44 feet; thence South 89° 25' 30" West 73.79 feet to the West line of the East Half of said Southwest Quarter; thence North 00° 34' 30" West 1711.47 feet along said East line; thence South 89° 45' 47" East 120.01 feet to the True Point of Beginning

AND

Beginning at the Northwest corner of the East Half of the Southwest Quarter of said Section 17, proceed South 89° 45' 47" East 120.01 feet along the North line of the East Half of said Southwest Quarter; thence South 00° 34' 30" East 710.52 feet; thence 321.56 feet around a curve to the left, concave to the Northeast, having a radius of 455.00 feet, a chord bearing of South 20° 49' 17" East and a chord length of 314.91 feet; thence South 41° 04' 05" East 109.67 feet; thence South 48° 55' 55" West 43.53 feet; thence South 41° 04' 05" East 66.00 feet to the True Point of Beginning; thence North 48° 55' 55" East 18.00 feet; thence South 41° 04' 05" East 140.00 feet; thence South 44° 46' 34" West 78.15 feet; thence South 05° 02' 48" West 84.07 feet; thence South 05° 13' 27" East 90.30 feet; thence South 89° 25' 30" West 159.24 feet; thence North 00° 34' 30" West 82.30 feet; thence 273.91 feet around a curve to the right, concave to the Southeast, having a radius of 317.00 feet, a chord bearing of North 24° 10' 43" East, and a chord length of 265.47 feet to the True Point of Beginning.

Encompassing 13.818 acres more or less.

03-20-17-300-003 and 03-20-17-300-004 -- RY 2005

03-20-17-300-002 -- RY 2002, 2003, 2004



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

2017 Charleston Ave.
Mattoon, Illinois 61898
BUS. (217) 234-2209
FAX (217) 234-2299
www.hdc-eng.com


RECORDING AGENT DESIGNATION

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

I, David E. Atchley, Illinois Professional Land Surveyor Number 2950, in accordance with PAB7-0705 (The Plat Act) do hereby designate an authorized agent of Associated Capital Title as the agent who may record "The Trails at Abbey Fields Phase 2". A true copy of which has been retained by me to assure no changes have been made to said plat.

Champaign County, Illinois

Dated: April 18, 2007


David E. Atchley
Illinois Professional Land Surveyor No. 2950
License Expires 11/30/08

