

2000R22599

RECORDED ON

09-26-2000 11:05:26

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC. FEE:
REV FEE:
PAGES: 24
PLAT ACT:

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,
BANKILLINOIS TRUST COMPANY, successor trustee to, CHAMPAIGN
NATIONAL BANK, Trustee Under Trust No. 030-379-465, 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 311 of The
Trails At Brittany Phase III as recorded on Document
No. 99R30899 in the Champaign County Recorder's Office;
thence on an assumed bearing North 54° 01' 14" East,
17.05 feet along the Northerly line of said Lot 311 to
the True Point of Beginning; thence North 28° 17' 57"
West, 104.08 feet; thence North 00° 40' 48" West, 253.29
feet; thence North 16° 53' 31" East, 80.00 feet; thence
North 38° 44' 33" East, 79.90 feet; thence North 60° 46'
05" East, 80.00 feet; thence North 83° 14' 59" East,
86.70 feet; thence South 73° 10' 22" East, 84.92 feet;
thence South 49° 35' 42" East, 86.70 feet; thence South
23° 17' 27" East, 104.39 feet; thence South 01° 42' 24"
East, 143.21 feet to the Northerly line of Lot 309 of
said The Trails At Brittany Phase III; thence along the
Northerly boundary line of said The Trails At Brittany
Phase III on the following described courses: South 76°
14' 11" West, 90.05 feet; South 53° 15' 06" West, 113.27
feet to the Easterly line of Southford Trace Drive;
South 65° 38' 42" West, 60.00 feet to the Westerly line
of Southford Trace Drive; South 54° 01' 14" West, 169.01
feet to the True Point of Beginning, encompassing 3.59
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

See Exculpatory Clause Attached

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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 IV, 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

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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.

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 IV, 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

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

George T. Shapland, 3 Greencroft, Champaign, Illinois
 Thomas E. Harrington, Jr., 2220 Briar Hill Drive, Champaign,
 Illinois
 Josef 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 IV 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 therefore have been submitted to and approved, in writing, by the Architectural Committee as complying with the terms and provisions of these restrictive covenants. The plans and specifications shall show the construction details, including the nature, kind, shape, height, material and color scheme and shall include a plot plan showing the lot lines, required yards, and the proposed location of all structures and the grading plan of the building site.

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

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

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

(3) To waive up to 25% of one side yard requirement per lot

or waive up to 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 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.

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

7. Percentage of Lot Coverage: All buildings on a building site, including accessory buildings, shall not cover more

than thirty per cent (30%) of the building site.

8. Permissible Building: ~~Order No 22599~~ Construction: All buildings erected on any building site shall be constructed of material of good quality suitably adopted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. Accessory buildings shall not be erected, constructed or maintained prior to the erection or construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by Builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.

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

10. Temporary Structures, Satellite Dishes and Swimming Pools: No structure of a temporary character, trailer, modular home, basement, tent, shack, garage, barn, or any outbuilding shall be used on any lot at any time as residence either temporarily or permanently. No television satellite dishes shall

be allowed on any lot in the subdivision; however, satellite dishes less than 24" in diameter are allowed if they are within the structure. Satellite dishes less than 24" in diameter may be allowed on the exterior if totally screened in a manner approved by the Architectural Committee. No above ground swimming pools shall be allowed in the subdivision.

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

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

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

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

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

15. Storage: No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be placed in the street right-of-way.

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

17. Off-Street Parking and Recreational Vehicles: All property owners in The Trails At Brittany Phase IV shall provide facilities for off-street parking for the number of automobiles in

use by the owner or resident on the property or persons regularly employed on the property.

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

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

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

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

21. Enforcement: Enforcement shall be by the proceedings at law or in equity against any person or persons violating or

attempting to violate any covenant, either to restrain violation or to recover damages.

22. Yard Lights: The owners of every lot shall erect and maintain in good operating condition two yard lights located on the same lot. These yard lights shall be located at points designated on the lots by the Architectural Committee, one of which must be at a point along or near the rear lot line at such place that the Architectural Committee designates, for the purpose of illuminating the commons area. Said lights shall be equipped with a photo-electric cell that illuminates during hours of darkness. No hedge or fence or any other type of obstruction shall be between said yard light and common areas behind it. The light may, however, at the discretion of the Architectural Committee be attached to a fence. In cases where a lot has no common areas bordering it, the rear yard light requirement may be waived by the Architectural Committee. All property owners in The Trails At Brittany Phase IV shall be required to maintain said yard lights in proper working order. The specifications and style of the yard lights shall be consistent with Architectural styles of the home.

23. Homeowners Association, Commons and Lakes: Each owner of a lot in the Trails At Brittany IV shall, as a condition precedent to ownership, covenant and agree to accept and maintain membership in the Trails At Brittany Homeowners Association and to be bound by the reasonable rules and regulations of the Association and pay all assessments of the Association as determined in accordance with its Articles of Incorporation, By-

See Exculpatory Clause Attached

Laws and the Declaration of Covenants and Restrictions contained herein and each said owner does hereby agree to pay such assessments by accepting conveyance of a deed to the lot. All future additions to the Trails At Brittany shall provide for each lot owner to become a member of the Association. Such future additions shall be assessed on a pro rata basis from the date of the recording of the final plat of the addition.

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

The developer of the subdivision, BANKILLINOIS TRUST COMPANY, successor trustee to CHAMPAIGN NATIONAL BANK, Trustee under Trust No. 030-379-465, shall exercise the authority of the Board of Directors of the Association until such time as it, in its sole discretion, adopts bylaws and designates a first Board consisting of lot owners; thereafter, the Board of the Association shall

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consist of lot owners duly elected as provided in the bylaws.

The areas designated on the plat as "commons" (lot 406) in this subdivision shall be conveyed to the Trails At Brittany Homeowners Association, an Illinois not-for-profit corporation. Such conveyance shall occur no later than the date on which the developer has conveyed four (4) lots in Trails At Brittany IV. Such areas designated "commons" shall be devoted to the common use and enjoyment of the owners of all lots in The Trails At Brittany Phases I, II, III and IV and future additions. The management and control of these areas designated "commons" shall be exclusively exercised by the Trails At Brittany Homeowners Association, an Illinois not-for-profit corporation.

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

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

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

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

25. Annexation. The owner of each lot in the subdivision

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

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

27. Maintenance of Lot Site During Construction: During the course of construction, all materials and equipment shall be stored only on the lot on which construction is under way. Debris and waste involved in the construction shall be confined to the lot on which construction is underway and shall be removed from the premises each Saturday or be suitably covered. During construction, a closing refuse container sufficient in size to handle all waste material generated at the site must be located on

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the premises. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning of debris shall take place upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times. The developer reserves the right to clean up any construction site it deems necessary and shall have the right to charge the lot owner for the cost of such clean up.

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

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

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

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

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

31. Construction: If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens or charges herewith provided or any part thereof is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges of any part thereof shall be thereby affected or impaired.

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

BankIllinois TRUST COMPANY,
successor trustee to
CHAMPAIGN NATIONAL BANK,
Trustee Under Trust No. 030-
379-465

By: 

VICE PRESIDENT

Attest


Vice President

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

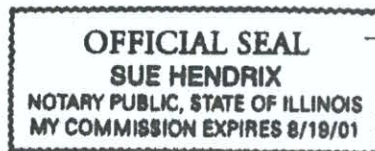
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Exculpatory Provisions Limiting the
Liability of BankIllinois Attached
Hereto are Expressly Made a
Part Hereof.

See Exculpatory Clause Attached

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Philip HOGATT as VICE-PRESIDENT of BANKILLINOIS and Rhea LAWRENCE as VICE-PRESIDENT of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE-PRESIDENT and VICE-PRESIDENT 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 VICE-PRES 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 30th day of AUGUST, 2000.



Sue Hendrix
Notary Public

This Instrument Prepared By:
Jeffrey W. Tock
HARRINGTON, TOCK & ROYSE
201 W. Springfield, Suite 601
P. O. Box 1550
Champaign, Illinois 61824-1550
Telephone: 217/352-4167

Revenue Stamps Here

See Exculpatory Clause Attached

Rider Attached To And Made A Part Of

The TRAILS AT BRITANY PHASE IV OWNER'S
CERTIFICATE AND DEDICATION
Dated AUGUST 30TH, 2000 Under Trust No. # 030-379-465

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

00R22599



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

RECORDING AGENT DESIGNATION

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

I, Merle E. Ingersoll, Jr., Illinois Professional Land Surveyor Number 3202, in accordance with PAB7-0705 (The Plat Act) do hereby designate Chicago Title Insurance Company as the agent who may record "The Trails at Brittany Phase IV". A true copy of which has been retained by me to assure no changes have been made to said plat.

Champaign County, Illinois

Dated: August 21, 2000

Merle E. Ingersoll, Jr.
Merle E. Ingersoll, Jr.
Illinois Professional Land Surveyor No. 3202



STATE OF ILLINOIS)
)
 COUNTY OF CHAMPAIGN) SS.

I, Mark Sheldon, County Clerk in and for the County of Champaign, State of Illinois, and keeper of the records and files of said office, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments, or unpaid current special assessments, against the following tract of land:

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 311 of The Trails of Brittany Phase III as recorded on Document No. 99R30899 in the Champaign County Recorder's Office; thence on an assumed bearing North 54° 01' 14" East, 17.05 feet along the Northerly line of said Lot 311 to the True Point of Beginning; thence North 28° 17' 57" West, 104.08 feet; thence North 00° 40' 48" West, 253.29 feet; thence North 16° 53' 31" East, 80.00 feet; thence North 38° 44' 33" East, 79.90 feet; thence North 60° 46' 05" East, 80.00 feet; thence North 83° 14' 59" East, 86.70 feet; thence South 73° 10' 22" East, 84.92 feet; thence South 49° 35' 42" East, 86.70 feet; thence South 23° 17' 27" East, 104.39 feet; thence South 01° 42' 24" East, 143.21 feet to the Northerly line of Lot 309 of said The Trails at Brittany Phase III; thence along the Northerly boundary line of said The Trails at Brittany Phase III on the following described courses: South 76° 14' 11" West, 90.05 feet; South 53° 15' 06" West, 113.27 feet to the Easterly line of Southford Trace Drive; South 65° 38' 42" West, 60.00 feet to the Westerly line of Southford Trace Drive; South 54° 01' 14" West, 169.01 feet to the True Point of Beginning, encompassing 3.59 acres, more or less, in Champaign County, Champaign Township, Illinois.

Given under my hand and seal of said county, at Urbana, Illinois, this 14 day of September, 2000.

Mark Sheldon
 County Clerk of Champaign County, Illinois

Tax ID No.: 03-20-20-200-012 = 1996
 03-20-20-200-015 = 1997, 1998, 1999

