

SURVEYOR'S CERTIFICATE

OCT 21 1999

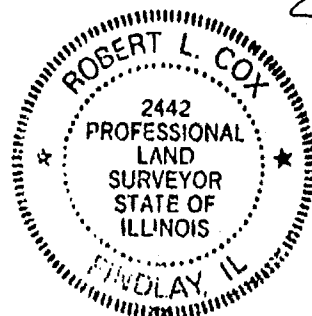
STATE OF ILLINOIS)
) S.S.
COUNTY OF MACON)Recorded in Book 1832 Page 706
Fee 64.00 pd Recorder

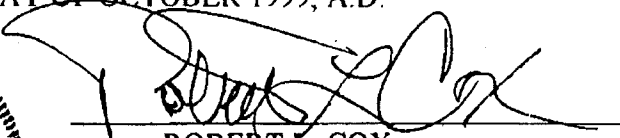
I, ROBERT L. COX, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 2442, DO HEREBY CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE AND A PLAT TO BE DRAWN UNDER MY DIRECT SUPERVISION OF THE FOLLOWING DESCRIBED PROPERTY TO WIT:

A PART OF LOTS A & B OF RIDGLEY'S CAMP SEYMOUR SUBDIVISION AS PER PLAT RECORDED IN BOOK 300, PAGE 344 OF THE RECORDS IN THE MACON COUNTY RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A STONE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3rd PRINCIPAL MERIDIAN; THENCE S0°12'09"W-330.2 FEET; THENCE S89°57'38"E-30.06 FEET TO AN IRON PIN SET, BEING THE POINT OF BEGINNING; THENCE S89°57'38"E-500.19 FEET TO AN IRON PIN SET; THENCE S0°30'11"W-234.85 FEET TO AN IRON PIN SET; THENCE S10°36'41"E-129.68 FEET TO AN IRON PIN SET; THENCE S0°30'11"W-119.81 FEET TO AN IRON PIN SET; THENCE S89°56'31"E-179.10 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 282.57 FEET, AN ARC DISTANCE OF 17.43 FEET AND A CHORD DISTANCE OF 17.43 FEET WITH A BEARING OF S1°42'33"E; TO AN IRON PIN SET; THENCE S89°56'31"E-50.00 FEET TO AN IRON PIN SET; THENCE S0°03'29"W-25.67 FEET TO AN IRON PIN SET; THENCE S89°56'31"E-183.39 FEET TO AN IRON PIN SET; THENCE S0°03'29"W-261.41 FEET TO AN IRON PIN SET; THENCE N89°56'31"W-936.39 FEET TO AN IRON PIN SET; THENCE N0°12'09"E-786.38 FEET TO THE POINT OF BEGINNING, CONTAINING 11.97 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE DIVIDED THE ABOVE DESCRIBED TRACT INTO LOTS AS SHOWN BY THE LARGER NUMBERS ON THE ATTACHED PLAT AND WHICH PLAT SETS FORTH EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE, FRONT BUILDING SETBACK LINES AND THAT PORTION TO BE DEDICATED FOR PUBLIC STREET PURPOSES, AND THAT I HAVE CAUSED PERMANENT MONUMENTS (IRON PINS) TO BE LOCATED AT ALL LOT CORNERS FROM WHICH FUTURE SURVEYS MAY BE MADE.

SIGNED AND SEALED THIS 21th DAY OF OCTOBER 1999, A.D.




ROBERT L. COX
ILLINOIS PROFESSIONAL LAND
SURVEYOR NUMBER 2442

CANDLEBROOK ESTATES

OWNER'S DECLARATION

BE IT KNOWN THAT ROBERT W. PENWELL, being the owner of the premises described in the preceding Surveyor's Certificate, situated in the County of Macon, State of Illinois, does hereby subdivide said tract of land and does hereby make the attached plat of said subdivision for the purpose of the sale of the several lots therein by number as designated on said plat, and does hereby designate the subdivision as "CANDLEBROOK ESTATES", and the same shall be so known hereafter; and does hereby dedicate to the public to be used as public highways or streets and also watermains, drainage facilities and public utility purposes, that portion of the above described premises shown on the plat as "Easement"; hereby waiving in such portions so dedicated all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

The following covenants and restrictions in their entirety shall apply to each and every lot in the subdivision:

PART A

RESIDENTIAL AREA COVENANTS

1. LAND USE AND BUILDING TYPE:

No lot shall be used except for residential purposes; no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed three stories in height and a private garage for not more than four cars. All construction shall conform to the Macon County Subdivision Ordinances and applicable building codes.

2. ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structures have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with proposed and existing structures, and as to location with respect to adjoining properties, topography, trees and shrubs, and finish grade elevation. No fence or wall shall be erected, placed or altered except on the rear of any lot unless similarly approved. Approval shall be as provided in part "B" hereof.

The Architectural Control Committee shall be: Robert Penwell and two (2) individuals to be named later.

No liability of any sort shall extend to the Architectural Control Committee as a result of their approval of said plans.

2. STRUCTURE REQUIREMENT:

The ground floor area of the main structure, exclusive of open porches and attached garages, shall be not less than 800 square feet for a dwelling of at least two stories and all other dwellings shall have a minimum of 1500 square feet. All construction shall be of new materials and of quality workmanship. Lot owner shall plant at least two (2) trees on the lot (at least three [3] trees on corner lots) within the area designated as "building setback" on the plat within two (2) years after the approval of the final plat by the County.

3. EASEMENT:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All electric distribution lines, telephone lines, or other utility lines, whether within the easements shown on the plat or elsewhere in the Addition, shall be located beneath the surface of the ground. All buildings or outside facilities requiring electric, telephone or other utility service shall be connected to and served by electric distribution lines, telephone lines, or other utility lines which are located beneath the surface of the ground.

A perpetual easement is hereby created over, under and across the area marked 'easement for public utilities' as an easement appurtenant to each lot in this subdivision for the installation, use, maintenance, repair and replacement of public utilities, including water, gas, electricity, telephone and cable television, with the right to use reasonable working space adjacent to said utility easement and ways of access thereto as needed during construction, repair or maintenance of said facilities. No trees, shrubbery, structures or materials shall be permitted to remain upon and within said utility easement which may damage or interfere with the installation, operation or maintenance of the utilities. It shall be the responsibility of the lot owner to insure that manhole covers and domestic service boxes shall be at grade level and shall not be covered by sod or other landscaping so as to be inaccessible to the Village of Long Creek. Any cost incurred by the Village in uncovering such facilities shall be the expense of the lot owner.

Drainage easements must remain open and graded to drain and the Village has the right to remove any obstacles that may impede free flow of drainage.

All utilities serving this subdivision shall be installed underground and not otherwise, whether located within said utility easement, on private easements elsewhere on the lots in said subdivision, or in the streets, except switch and meter boxes, service risers, transformers, regulators and similar equipment, and certain overhead electric transmission and distribution lines deemed necessary by the utility to connect the same to underground lines and wires. Each lot owner shall grant a written easement for such underground service when, because of the location thereof or other reasons, such easement is requested by the utility providing such service.

4. SEPTIC REQUIRMENTS:

All homes in the subdivision using aeration type septic systems must have a maintenance contract with the supplier and must drain excess septic water into the tile in front or rear of the lots, as well as sump water. All aeration type septic systems will have 100 feet of lateral before they discharge into the tile.

5. 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. Buildings cannot block drainage from adjacent properties. Side yard set backs are 8 feet for two story homes and 7 feet for single level or ranch style homes.

6. OUTBUILDINGS:

No pole buildings or other outbuildings shall be constructed on any lot without the approval of the Committee, and such buildings shall be shingled and sided to match the residence.

7. CONSTRUCTION POLICIES:

All excess dirt must stay in the subdivision unless approved by the Committee.

8. NUISANCES:

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. All lots shall be kept mowed to its extremities, except for gardens and other growths.

9. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage or other building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailers, campers, motor homes or boats shall be permanently parked in the driveways of any residence for periods in excess of one week, nor otherwise permanently stored on the premises unless contained in garages or other approved structures.

10. SIGNS:

No sign of any kind shall be displayed to the public view on a 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 a builder to advertise the property during a reasonable construction and sales period. An appropriate subdivision sign at the entrance to the addition shall be permitted.

11. LIVESTOCK AND POULTRY:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

12. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, nor shall same be kept except in sanitary containers. Any and all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No lot or street shall be used for the burning of any materials, except leaves.

PART B

ARCHITECTURAL CONTROL COMMITTEE

1. The Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore it to any or all of its powers and duties.

2. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suits to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

GENERAL PROVISIONS**1. TERM:**

These covenants are to run with the land and shall be binding on all parties and all persons claiming 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 the majority of owners of the lots has been recorded, agreeing to change these covenants in whole or in part. A majority of owners shall be determined by counting one vote for the owner or the representative of the owner of each lot, and no fractional vote shall be allowed for adjoining footage representing a fraction of the adjoining lot.

2. ENFORCEMENT:

Enforcement shall be by proceeding 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.

3. SEVERABILITY:

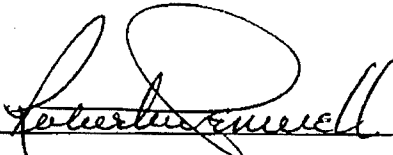
Invalidation of any of these covenants by judgment or Court Order, municipal, state or federal law, shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. EXCULPATORY CLAUSE:

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

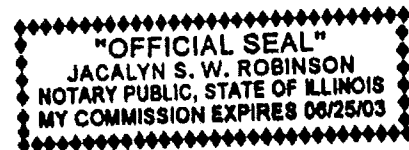
Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

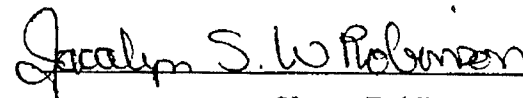
IN WITNESS WHEREOF, ROBERT W. PENWELL has caused his name to be signed to these presents this 18th day of August, 1999.


Robert W. Penwell

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

This instrument was acknowledged before me this 18th day of August, 1999.




Notary Public

VILLAGE OF LONG CREEK

PRESIDENT
Kevin Greenfield

7135 Route 36 East
Decatur, Illinois 62521
(217) 864-5263 • Fax: (217) 864-2034

CLERK
Linda Beale

TREASURER
Vicki Lingafelter

TRUSTEE

Tonya Mears
Bill Bilbrey
Bill Stoltz
Cheryl Smith
Elvin Klaska

August 10, 1999

Macon County Board

Dear Sirs:

At a special meeting held on Monday August 9, 1999, the Long Creek Village Board voted to approve the Plat for Candlebrook Estates. This subdivision will be located on Long Creek Rd. within one and a half miles of the Village of Long Creek limits.

If I can be of any further assistance please call me at the Village Hall.

Sincerely,

Kevin Greenfield

Kevin Greenfield
Mayor

SCHOOL DISTRICT CERTIFICATE

This is to certify that, to the best of my knowledge, the property described in the attached surveyor's certificate, which will be known as Candlebrook Estates Addition, is located within the boundaries of the following school district: Mt. Zion School District.

Dated this 18th day of August, 1999.

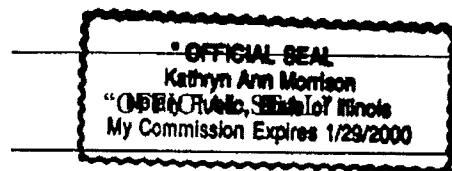

Robert W. Penwell

STATE OF ILLINOIS)
COUNTY OF MACON)

I, Kathryn Ann Morrison Notary Public in and for the said County and State, do hereby certify that Robert W. Penwell who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as a free and voluntary act.

Given under my hand and notarial seal this 19th day of August, 1999.

Kathryn Ann Morrison
Notary Public

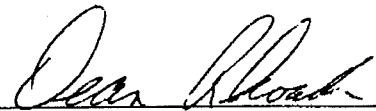


CERTIFICATION BY LONG CREEK TOWNSHIP
HIGHWAY COMMISSIONER

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, being the Long Creek Township Highway Commissioner for Macon County, Illinois, hereby certify that the attached final plat of the CANDLEBROOK ESTATES subdivision has been examined by me, and I hereby approve the subdivider's plans and specifications with respect to roadways and roadway access.

Dated this 26 day of August, 1999.



Dean Rhoades, Long Creek Township
Highway Commissioner

CERTIFICATION BY MACON COUNTY
HIGHWAY DEPARTMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

In my capacity as County Engineer for Macon County, Illinois, I hereby certify that the attached final plat of **CANDLEBROOK ESTATES, PHASE I**, along with a subdivision improvement bond in the penal sum of \$ 16,746, has been submitted to me and that the subdivider's plans and specifications comply with the rules and regulations governing subdivisions for Macon County.

Dated this 20 day of AUGUST, 1999.

Thomas McArdy
Thomas McArdy
Acting County Engineer

CERTIFICATION BY MACON COUNTY
HEALTH DEPARTMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

In my capacity as Administrator of the Macon County Health Department, I hereby certify that the attached final plat of CANDLEBROOK ESTATES has been examined by me and that the subdivider's plans and specifications comply with the rules and regulations governing subdivisions for Macon County with respect to sanitary sewage disposal system.

Dated this 30 day of August, 1999.

Stephen Bertsch for
Administrator, Macon County
Health Department

TAX CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, STEPHEN M. BEAN, County Clerk in and for the County and State aforesaid, do hereby certify that I find no redeemable tax, tax sales or unpaid forfeited taxes against any of the real estate described in the foregoing Plat of the Candlebrook Estates Addition.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 26th day of August, 1999.

Stephen M. Bean
County Clerk

APPROVAL

STATE OF ILLINOIS)
)
COUNTY OF MACON)

This is to certify that the attached plat of the Candlebrook Estates Addition and accompanying certificates were submitted to the County of Macon and were duly approved.

Dated this 21 day of October, 1999.

BY: [Signature]
County of Macon

BY: [Signature]
County of Macon

