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Macon Co., Illinois - S.S. by Mary A. Eaton, Recorder

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Authorized By: Mary A. Eaton

Date Recorded: 8/8/2008 1:15:08 PM



SURVEYOR'S REPORT

I, PHILLIP W. COCHRAN, Illinois Professional Land Surveyor, Certificate Number 2458, residing in Macon County, Illinois, do hereby report that at the request of Romano Family Limited Partnership, owner of the property hereinafter described, same being situated in the Village of Mt. Zion, County of Macon and State of Illinois, I have made a true and accurate survey of the following:

The South 62 acres of the East Half (E ½) of the Southeast Quarter (SE ¼) of Section 31, Township 16 North, Range 3 East of the Third Principal Meridian, EXCEPT the North 75 feet thereof; AND EXCEPT the South 925 feet of the East 400 feet thereof. All situated in Macon County, Illinois.

And according to law I have subdivided the same into lots and streets as shown on the attached plat made by me, designating thereon also building lines and easement strips for public utilities and drainage, said subdivision to be hereinafter known and designated as "BUCKHEAD ESTATES". The attached plat particularly describes, gives and sets forth the lengths, widths and number of lots therein, the names and widths of streets and I have placed iron pins five-eighths (5/8) inches by thirty (30) inches at all lot corners and two concrete monuments as shown on the plat as permanent monuments from which future surveys can be made.

Dated April 4, 2008 at Decatur, Illinois.

PHILLIP W. COCHRAN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2458
5130 Hickory Point Frontage Rd. Suite 2
Decatur, Illinois 62526
217-875-3333
Expires 11-30-2008

Buckhead Estates
PWC Project #7125

OWNER'S DECLARATION
"BUCKHEAD ESTATES"

BE IT KNOWN THAT Romano Family Limited Partnership, an Illinois limited partnership, the owner of the premises described in the preceding Surveyor's Certificate, situated in the Village of Mt. Zion County of Macon and 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 Lots 1 through 35 by number as designated on said Plat, and does hereby designate the subdivision as "Buckhead Estates", and the same shall be so known hereafter. It does hereby dedicate to the Village of Mt. Zion, Illinois for water mains sanitary, drainage facilities and public utility purposes the various easement strips so designated 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. It specifically retains ownership of all internal roadways and the access easements shown on the Plat which shall be maintained by the Developer and then by the Buckhead Estates Homeowners Association as hereafter set forth in Part C of this Declaration.

**PART A
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 single family dwelling, not to exceed two and ½ stories in height and a private garage attached to said dwelling for not more than six cars, minimum two cars.

2. ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot until the builder and the construction plans, specifications and plot plan showing the location of the structures have been approved in writing by the Architectural Control Committee as to quality of workmanship and material, harmony or 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 unless similarly approved. Approval shall be as provided in Part B hereof. No excavated material suitable for use shall be removed from this Addition without the consent of the Architectural Control Committee.

All plans and specifications must be submitted at least thirty (30) days prior to commencement of construction on any lot. Any submittal will not be considered complete and subject to review until all required plans and specifications have been provided for review, including plans and specifications for landscaping of the property. Any request for approval of a change in Plans and Specifications previously submitted must be in writing and any such approval shall be valid only if given in writing.

The Architectural Control Committee shall be: Jim Romano, Antonio Romano and Stephen Romano.

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

An Owner may remodel, paint or redecorate the interior of structures on his Lot without approval; however, modifications to the interior of screened porches, patios and similar portions of a residence visible from outside shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

3. DWELLING SIZE, QUALITY AND CONSTRUCTION REQUIREMENTS:

The minimum floor area of each dwelling constructed in this Addition, exclusive of basement, open porches and garages, shall be as follows:

- (a) One (1) story dwelling shall be not less than 2000 square feet.
- (b) One and one-half (1½) story dwelling shall be not less than 1600 square feet on the ground floor and not less than 2400 square feet total.

- (c) Two (2) story dwelling shall be not less than 1400 square feet on the ground floor and not less than 2800 square feet total.
- (d) Two and one half (2 1/2) story dwelling shall be not less than 1600 square feet on the ground floor and not less than 3500 square feet total

All construction shall be of new materials and of quality workmanship. All dwellings shall incorporate brick or stone into the front elevation, acceptable levels of which shall be determined by the Architectural Control Committee. The remaining exterior portion of any structure facing the street that is not finished in brick or stone shall be finished with EFIS or acceptable siding. All visible roofing shall be of the same or similar color and shall be shake-type style as approved by the Architectural Control Committee.

All dwelling foundations shall be of poured concrete. All driveways shall be of concrete or paving bricks.

All garage entrances shall be at the side or rear of said lots or as approved by the Architectural Control Committee.

During construction, all lot owners shall comply with the following restrictions:

- (a) White rock shall be placed on driveway during construction.
- (b) A dumpster shall be placed on the lot and all debris shall be placed in the dumpster at the end of each work day.
- (c) No heavy equipment with tracks shall be unloaded on any roadway.
- (d) No concrete trucks shall be washed out anywhere in the subdivision except as directed by Developer.
- (e) Silt fences or straw bales shall be used to keep mud and dirt out of the ditches, drainage areas, streets and adjacent lots. All erosion control devices must comply with the erosion control standards set forth by the State of Illinois and in compliance with the applicable NPDES permit requirements.

No lot shall be re-subdivided, nor shall a fractional part of any lot be sold except as approved by the Architectural Control Committee and must be in conformance with Village of Mt. Zion regulations. All construction must be diligently pursued to completion within a reasonable period.

4. SIDEWALKS:

Sidewalks shall be constructed by all Lot Owners at the time of construction of residences, provided, however, if any Lot Owner has not commenced construction of a residence within two (2) years after final platting of this subdivision, the Owner shall nevertheless construct a sidewalk within six (6) months thereafter. All sidewalks shall be concrete and be five (5) feet in width and five (5) inches thick.

- (c) Two (2) story dwelling shall be not less than 1400 square feet on the ground floor and not less than 2800 square feet total.
- (d) Two and one half (2 1/2) story dwelling shall be not less than 1600 square feet on the ground floor and not less than 3500 square feet total

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No lot shall be re-subdivided, nor shall a fractional part of any lot be sold except as approved by the Architectural Control Committee and must be in conformance with Village of Mt. Zion regulations. All construction must be diligently pursued to completion within a reasonable period.

4. SIDEWALKS:

Sidewalks shall be constructed along Buckhead Lane by Lot Owners owning property that abuts to Buckhead Lane. Sidewalks shall be constructed at the time of construction of residences, provided, however, if any Lot Owner has not commenced construction of a residence within two (2) years after final platting of this subdivision, the Owner shall nevertheless construct a sidewalk within six (6) months thereafter. All sidewalks shall be concrete and be five (5) feet in width and five (5) inches thick.

5. EASEMENTS:

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 services 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 sewer, water, gas, electricity, telephone, cable television or any future technology uses; 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.

A perpetual easement is hereby created over, under and across the area, marked "access easement" as shown on the Plat which shall be owned and maintained by the Developer and then by the Buckhead Estates Homeowners Association as hereafter set forth in Part C of this Declaration.

A ten (10) foot wide perpetual easement in gross in favor of members of the Buckhead Estates Homeowners Association marked "park access easement" as shown on the Plat is hereby created along lots 10,11 and 12 to allow for access by foot, biking or otherwise to the Decatur Park District Property that abuts to the Buckhead Estates, which easement shall be owned and maintained by the Developer and then by the Buckhead Estates Homeowners Association as hereafter set forth in Part C of this Declaration.

The Developer and when formed the Buckhead Estates Homeowners Association shall have the right, but not the obligation, and a perpetual easement is granted to the Developer and when formed the Buckhead Estates Homeowners Association, to enter all portions of the subdivision, including each lot and the common areas, for emergency, security and safety reasons and to perform its maintenance responsibilities under these covenants, the Buckhead Estates Homeowner Association By-Laws, or other rules and regulations.

6. BUILDING SETBACK:

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 setback lines shown on the recorded Plat. Side yard setbacks shall be a minimum of twelve (12) feet, front yard setback shall be a minimum of seventy-five (75) feet and rear yard setback shall be a minimum of twenty-five (25) feet.

7. ANTENNAS:

No outside television or radio aerial, or other aerial or antenna, for reception or transmission, shall be maintained on any lot, or the exterior of any residence, without the prior written consent of the Architectural Control Committee.

8. SIGNS:

No sign of any kind shall be displayed to the public view on a lot except 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.

9. PARKING AND STORAGE OF VEHICLES:

No lot owner shall permit any commercial vehicle (other than a passenger car), boat or other watercraft, motor home, mobile home, snowmobile, trailers, campers or other recreational vehicles to be parked on any lot, or in any driveway in the subdivision for a continuous period in excess of seventy-two (72) hours. No owner shall repair or restore any vehicle of any kind upon any lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No vehicle of any kind shall be permitted to park on any street in the subdivision with the exception of visitors to a lot owner for a period of six (6) hours or less.

10. PETS, 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 purposes. Household pets must live inside the owning lot owner's dwelling, but are allowed in lot owner's yard for brief periods. Areas can be fenced off as a dog or pet area by above ground fencing, subject to approval by the Architectural Control Committee. In addition or as an alternative, owners may install underground "invisible" fencing for their pets.

11. NUISANCES:

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyances or nuisances to the neighborhood.

12. TEMPORARY STRUCTURES AND UNATTACHED OUTBUILDINGS:

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 unattached outbuilding shall be constructed in the Addition without the prior written consent of the Architectural Control Committee.

13. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. SECURITY:

Developer of the Buckhead Estates may but is not obligated to establish a security gate in the Common Area at the entrance to the subdivision on behalf of the lot owners. If established, the ongoing expense of a security gate shall be paid by the Buckhead Estates Homeowners Association.

If necessary and in the event that a security gate is established, all mail and newspapers will be delivered to mailboxes located in the security gate area.

In the event that a security gate is established, neither the Developer nor the Buckhead Estates Homeowners Association warrant or represent to lot owners that their persons or property have any higher level of security than in the absence of a security gate, and shall not be liable to any lot owners for loss or damage to their persons or property unless caused by the Developer or the Buckhead Estates Homeowners Association.

15. COMMON AREA, INTERIOR ROADWAYS AND ENTRANCE AREA:

The "Common Area" as designated on the Plat, shall include but is not limited to all interior roadways, the access easement, park access easement, any berms that parallel Harryland Road, and the area at the entrance to the subdivision, and shall be maintained for the use and enjoyment of all lot owners and their guests. The Common Area, interior roadways, storm drainage, and entrance area shall be owned by the Developer until the creation of the "Buckhead Homeowners Association," at which time it shall be conveyed to said Association. Expenses incurred in improving, maintaining, or repairing the Common Area, interior roadways, storm drainage, and entrance area and any berms shall be paid by the Developer until the property is conveyed to the Buckhead Estates Homeowners Association, at which time the Association shall become responsible for all expenses.

Expenses of improving, maintaining or repairing the Common Area, interior roadways, and entrance area or its improvements shall be apportioned among members of the Association as set forth in Part C of this Declaration.

16. MISCELLANEOUS:

- A. An owner of a vacant building site shall cut the weeds and maintain the same in a clean, sanitary and proper condition.
- B. Following the completion of construction of a residence on a lot in the subdivision, the owner shall be responsible for the landscaping thereof. The landscaping shall be of a professional quality and shall be done in such a manner to maintain harmony with the existing topography, trees and shrubs.
- C. Stationary outside clotheslines will not be permitted and clothes hanging devices, such as lines, poles, frames, etc. shall be stored out of sight when not in use.
- D. No above ground swimming pools will be allowed on any lot within the subdivision unless approved by the Architectural Control Committee.
- E. No motorized vehicles shall be permitted on unpaved Common Areas or on pathways or trails within this subdivision or any other addition thereto or on

any undeveloped land owned by Developer adjacent thereto except for public safety vehicles authorized by the Buckhead Estates Homeowners Association and vehicles used by said association in the maintenance of all or any portion of this subdivision. No unlicensed driver shall operate any motorized vehicle, including specifically ATV's, motorcycles, motorbikes, go-carts or golf carts, within any portion of this subdivision. It shall be the responsibility of each Lot Owner to assure compliance with this restriction by family or household members.

- F. Following the construction of the Buckhead Estates interior pond (the "pond"), the owners of lots 16, 17, 18, 20, 21 and 22 which lots abut to the pond, shall be responsible for its maintenance, upkeep and general operations and shall pay 1/6th of the total annual cost necessary for same. In the event lot 19 abuts to the pond, the owner(s) of said lot shall also be responsible for the maintenance, upkeep and general operations of the pond and the annual cost borne by each lot owner abutting the pond shall be reduced to 1/7th. The lot owners on the pond agree and acknowledge that it shall be their responsibility to properly maintain and upkeep the pond and that they shall be free to devise whatever agreements and/or organizations may be necessary to accomplish same. In the event the lot owners on the pond fail to maintain and upkeep the pond or allow it to be kept in a fashion that is not reflective of the Buckhead Estates subdivision, the Developer or, if formed, the Buckhead Estates Homeowners Association shall provide said owners with a written notice outlining what items need to be addressed and shall provide the lot owners thirty (30) days to correct each item or explain why additional time is needed. In the event the lot owners fail to take corrective action within the thirty (30) day period or such extension of time granted by the Developer or, if formed, the Buckhead Estates Homeowners Association, the Developer or the Association shall be allowed to access the pond pursuant to the easement created in Paragraph 5 of this Article I and take such action as is reasonably necessary to correct the complained of items, the expense of which shall be paid by the lot owners on the pond.

17. SURFACE WATER:

All drains from sump pumps shall connect to storm sewers, where available, or drain to back of lot.

18. PRIVATE SEWAGE DISPOSAL SYSTEMS:

The Architectural Control Committee shall approve all private sewage disposal systems. Conventional septic tank disposal systems with a subsurface seepage field will not be allowed. All proposed systems must be in accordance with the rules and regulation of the IEPA, Illinois Department of Public Health and the Macon County Health Department at the time of the installation. All Lot Owners must obtain all of the required permits in accordance with the Macon County Health Department rules and regulations prior to the installation of private sewage disposal systems. All private sewage disposal systems must discharge into a subsurface seepage field if the soil test passed the requirements. In the event the soils will not accept the minimum discharge rate and a subsurface seepage field is not feasible, a surface discharge will be allowed as long as said discharge remains on the Lot and does not drain into an adjacent lot in the subdivision or discharge directly into a waterway or pond/lake. If the Lot Owner proposes to install a sand filter or aerobic treatment facility, the Lot Owner must furnish

to the Architectural Control Committee a two (2) year initial service policy contained in the installation contract through the manufacturer or distributor of the aerobic treatment unit. The Lot Owner must at all times operate the unit in accordance with the rules and regulations of the manufacturer's specifications. Further, the sand filter or aerobic treatment facility must discharge into a subsurface seepage field if the soil test passed the requirements. In the event the soil will not accept the minimum discharge rate and the subsurface seepage field is not feasible, a surface discharge will be allowed as long as said discharge remains on the Lot and does not drain into an adjacent lot in the subdivision or discharge directly into a waterway or pond/lake.

PART B

ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP:

The Architectural Control Committee may designate a representative to act on its behalf. 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 eighty percent (80%) 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. FAILURE TO ACT:

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.

PART C

THE BUCKHEAD ESTATES HOMEOWNERS ASSOCIATION

1. CREATION OF ASSOCIATION:

At the earlier of the date on which there are eighteen (18) lots sold by the Developer in the Buckhead Estates, or the date three years from the date of the recording of his Owners Declaration, the Developer will cause to be formed an Illinois not-for-profit corporation to be known as the Buckhead Estates Homeowners Association.

2. MEMBERSHIP IN ASSOCIATION:

All lot owners in Buckhead Estates, except for the lot owner of lot 35, shall be members of the Buckhead Estates Homeowners Association and shall be bound by the rules and regulations of said Association for so long as lot ownership is retained.

3. AUTHORITY AND RESPONSIBILITIES:

From the time of creation of the Association, the Association will be responsible for and have the authority to manage, control, improve, maintain and repair all Common Area, including all roadways, the access easement, the subdivision entrance area, and the security gate area and security personnel, if any. Further, the Association's authority shall include, but not be limited to, enforcing all covenants and terms of this Owners Declaration and assessing and collecting assessments from lot owners.

4. FIRST MEETING OF ASSOCIATION:

Within ten (10) days of the creation of the Association, the Developer shall give at least twenty-one (21) days written notice to all lot owners of the date, time and place of the first meeting of the Buckhead Estates Homeowners Association. At said first meeting, the owner of each lot in the subdivision shall be entitled to one vote on all matters to be voted on by the Association. No lot shall have more than one vote, regardless of the number of record owners. The Developer shall have one vote for each lot which it then owns. The first order of business at said first meeting shall be the election and appointment of a Board of Directors for the Association. There shall be three directors of the Association. Initially one director shall be elected for a three-year term, one for a two-year term and one for a one-year term. Subsequent terms of each director shall be two years. In addition to election of directors, members may discuss matters of importance to the Association and which should be considered by the elected directors.

5. DIRECTORS INITIAL RESPONSIBILITY:

The directors appointed and elected at the first meeting of the Buckhead Estates Homeowners Association shall first prepare by-laws, which shall contain the rules and regulations for governing the Association and for exercising the responsibilities of the Association. A copy of the by-laws, when prepared, shall be delivered to each lot owner at least one week prior to a meeting of all lot owners called by the Board of Directors for the purpose of approving said by-laws. At said meeting, the by-laws shall be discussed, amendments may be offered by any lot owner, and will be accepted or rejected by a majority vote of the lot owners present. After all discussion and presentation of amendments, if any, the by-laws shall be presented to the lot owners for approval. Approval must be by a vote of two-thirds of the total votes cast by the lot owners present. Upon approval of the by-laws, the Board of Directors shall govern the Association in accord with said by-laws. For purposes of this Paragraph 5, each lot owner present shall have one vote for each lot he/she/it owns.

6. ASSESSMENTS:

The amount of all assessments necessary for the Association to perform its duties shall be determined by the Board of Directors of the Association. Assessments, when made by the Board of Directors, shall be paid by the lot owners in equal amounts with each lot owner paying 1/34th of the total assessment.

7. DEVELOPER AUTHORITY AND RESPONSIBILITY:

Prior to the creation of the Buckhead Estates Homeowners Association, the Developer shall manage, control, improve, maintain and repair all Common Areas, interior roadways, the subdivision entrance area and any security personnel. To pay the expense of said management, control, improvement, maintenance and repair, the Developer shall collect an

annual assessment from each lot owner. Said assessment shall initially be Six Hundred Dollars (\$600.00) annually per lot and shall begin on the first day of the first month after a Certificate of Occupancy is issued to a lot owner. The annual assessments shall be maintained by the Developer in a separate account and shall be used only to pay current expenses of the Common Areas, including but not limited to interior roadways, the access easement, street lighting and related expenses and expenses related to the subdivision entrance area. Current expenses shall include, but not be limited to, lawn mowing, maintenance and snow removal in the Common Areas and subdivision entrance. The Developer shall not establish reserve accounts for major repairs. If any maintenance or repairs become necessary and there are at that time insufficient funds in the account to pay the expense of said maintenance or repairs, the Developer may advance amounts necessary to cover said expenses and be reimbursed from the account when funds are sufficient, or from the Buckhead Estates Homeowners Association when it has sufficient funds. Developer shall have the authority to increase the annual assessment, if necessary. Said assessments shall be paid by lot owners in accord with Paragraph 6 of Part C of this Declaration.

The Developer shall maintain records of all income and expenses which it incurs in managing, controlling, improving, maintaining and repairing the Common Areas, interior roadways, subdivision entrance area and security personnel, and shall turn those records and any balance in the account over to the duly elected directors of the Buckhead Estates Homeowners Association, when created.

PART D 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 terminated pursuant to Paragraph 2 of Part D of this Declaration.

2. **MODIFICATION OR TERMINATION:**

The covenants and terms of this Declaration may only be modified or terminated by written instrument signed by the owners controlling at least eighty percent (80%) of all lots in the subdivision. Said modification or termination shall be effective when recorded by the Recorder of Deeds of Macon County, Illinois.

3. **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.

4. **SEVERABILITY:**

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

IN WITNESS WHEREOF, Antonio Romano, as a Partner with the Romano Family Limited Partnership, an Illinois limited partnership, has executed this Owners Declaration this 5th day of May, 2008.

Romano Family Limited Partnership, an Illinois limited partnership

By: [Signature]
Antonio Romano, Partner

STATE OF ILLINOIS
COUNTY OF MACON

I, [Signature], a Notary Public, DO HEREBY CERTIFY that Antonio Romano, as a Partner with the Romano Family Limited Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said Romano Family Limited Partnership, an Illinois limited partnership, being thereunto authorized, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of May, 2008.

[Signature]
Notary Public



THIS INSTRUMENT WAS PREPARED BY: CHRISTOPHER M. ELLIS, Bolen Robinson & Ellis, LLP, 202 S. Franklin Street, 2nd Floor Decatur, Illinois 62523

TAX CERTIFICATION

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

I, STEPHEN M. BEAN, County Clerk in and for said 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 attached plat and included therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 2nd
day of May, 2008.

Stephen M Bean
County Clerk

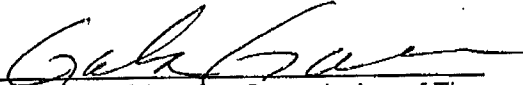
pin # 09-13-31-400-004.

APPROVAL

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

Representing the Planning Commission of the Village of Mt. Zion, WE DO HEREBY APPROVE the foregoing Plat for BUCKHEAD ESTATES for recording with completion of improvements guaranteed by a bond filed and accepted by the Board of Trustees for the Village of Mt. Zion.

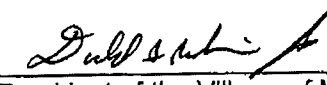
DATED this 25 day of JULY, 2008.


Chairman, Planning Commission of The

APPROVAL

This is to certify that the attached Plan of BUCKHEAD ESTATES and the accompanying Certificate of the County Clerk and the Planning Commission of the Village of Mt. Zion, with the improvements guaranteed by a Completion Guarantee Bond filed and accepted was submitted to the Board of Trustees for the Village of Mt. Zion and was by the Board of Trustees duly approved.

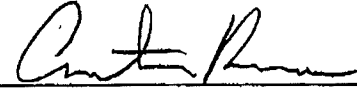
DATED this 25 day of July, 2008.


President of the Village of Mt. Zion, IL.

SCHOOL DISTRICT CERTIFICATE

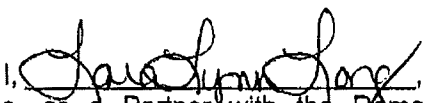
ANTONIO ROMANO, as a Partner with the Romano Family Limited Partnership, an Illinois limited partnership, and as owner of the property to be known as BUCKHEAD ESTATES described in the foregoing Surveyor's Certificate, does hereby certify that said premises are all located within the boundaries of Mt. Zion Community District # 3, in Macon County, Illinois.

DATED this 5th day of May, 2008.

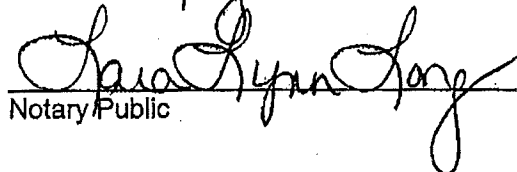


Antonio Romano, Partner

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

I, , a Notary Public, DO HEREBY CERTIFY that Antonio Romano, as a Partner with the Romano Family Limited Partnership, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said Romano Family Limited Partnership, an Illinois limited partnership, being thereunto authorized, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of May, 2008.


Notary Public