

1753271



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

Book: 5000 Page: 11

Receipt #: 15814
Pages Recorded: 12

Recording Fee: \$86.00
RHSP Included: 6/20/2008: \$10.00
Authorized By: Mary A. Eaton

Date Recorded: 6/20/2008 11:04:27 AM



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 Steven A. Lewis, 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:

Parts of the Southwest Quarter (SW ¼) of Section 4, Township 15 North, Range 3 East of the 3rd Principal Meridian, Macon County, Illinois, said parts more particularly described as follows:

Beginning at a point on the West line of the said Southwest Quarter (SW ¼) of Section 4, said point being the Southwest corner of Lot 67 of Carrington Estates Second Addition as per Plat recorded in Book 1832, Page 857 of the records in the Recorder's Office, Macon County, Illinois; thence N89°20'28"E along the South line of said Lot 67, 161.89 feet to the Southeast corner of said Lot 67; thence Southerly along a curve to the left having a radius of 105.00 feet, an arc distance of 19.96 feet having a chord with a bearing of S04°47'10"W and a distance of 19.93 feet; thence N89°20'28"E, 50.00 feet; thence S00°39'32"E, 100.00 feet; thence N89°20'28"E, 284.25 feet; thence S78°28'07"E, 102.31 feet; thence S29°05'16"E, 180.12 feet; thence S26°27'01"W, 188.17 feet; thence S89°20'28"W, 434.25 feet; thence N00°39'32"W, 287.34 feet; thence S89°20'28"W, 160.00 feet to a point on the said West line of the Southwest Quarter (SW ¼) of Section 4; thence N00°39'32"W along the said West line of the Southwest Quarter (SW ¼), 180.00 feet to the point of beginning; and also

Beginning at a point, said point being the Northwest corner of Lot 39 of said Carrington Estates Second Addition; thence S72°10'49"E, 210.18 feet to the Southeast corner of said Lot 39; thence S17°49'11"W, 330.32 feet; thence S26°45'56"W, 327.01 feet; thence S89°54'28"W, 350.98 feet; thence N00°39'32"W, 364.66 feet; thence N26°45'56"E, 371.11 feet; thence Southeasterly on a curve to the right having a radius of 775.00 feet, an arc distance of 24.56 feet having a chord with a bearing of S83°34'25"E and a distance of 24.56 feet; thence S82°39'56"E, 141.18 feet; thence Southeasterly on a curve to the right having a radius of 25.00 feet, an arc distance of 34.02 feet having a chord with a bearing of S43°40'46"E and a distance of 31.46 feet; thence S87°14'40"E, 50.33 feet; thence Northwesterly on a curve to the right having a radius of 225.00 feet, an arc distance of 21.29 feet having a chord with a bearing of N00°23'41"W and a distance of 21.28 feet to the point of beginning, with a total area of 11.62 acres more or less.

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 "CARRINGTON ESTATES THIRD ADDITION". 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 November 29, 2007 at Decatur, Illinois.



A handwritten signature in black ink, appearing to read "P. W. Cochran", written over a horizontal line.

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

Carrington Estates Third Addition
PWC Project #01122-B

OWNER'S DECLARATION

BE IT KNOWN THAT I, STEVEN A. LEWIS, being owner and developer of the premises described in the preceding Surveyor's Certificate, situated in the County of Macon and State of Illinois, do hereby subdivide said tract of land and do 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 I do hereby designate the subdivision as "CARRINGTON ESTATES THIRD ADDITION", and the same shall be so known hereafter; and I do hereby dedicate to the public to be used as public highways or streets and also for sewers, watermains, drainage facilities and public utility purposes, that portion of the above described premises shown on the plat as streets or boulevards; and I do hereby dedicate for sewers, water mains, drainage facilities and public utility purposes the various easement strips so designated on the plat as "Easement"; and I do hereby dedicate to the public to be used as public walkways that portion of the above described premises shown on the plat as walkways; 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 three 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 by the Architectural Control Committee as to quality of workmanship and material, 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. All driveways shall be constructed of concrete or other like-type hard surface. No exterior TV antennas, or satellite TV dishes larger than 20" in diameter, shall be permitted. No dirt suitable for use as fill shall be removed from this Addition without the consent of the Architectural Control Committee.

The Architectural Control Committee shall be: Steven A. Lewis and Cindy Lewis. No liability of any sort shall extend to the Architectural Control Committee as a result of their approval of said builder or plans.

3. DWELLING QUALITY AND SIZE:

The total floor area of the main structure of each dwelling, exclusive of basements, open porches and attached garages, shall be not less than 2000 square feet, of which 1200 square feet

must be on the ground floor for a one and one-half (1 1/2), two (2) or two and one-half (2 1/2) story dwelling, with the exception of Lots 68, 69 and 94 through 102, which shall not be less than 1800 square feet of which 1000 square feet must be on the ground floor for a one and one-half (1 1/2), two (2) or two and one-half (2 1/2) story dwelling. All construction shall be of new materials and of quality workmanship. Lot owners shall upon construction of a residence, but no later than five (5) years after their purchase of a lot, plant at least two (2) trees on the lot within the area designated as "building setbacks" on the plat as required by Village Subdivision ordinances.

4. EASEMENT:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. 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 sewer, 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.

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.

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.

6. 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 nuisance to the neighborhood.

7. 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 trailers, campers, 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. No unattached outbuildings shall be larger than 240 square feet. Any such structures must reflect the architectural style of the residence and be specifically approved by the Architectural Control Committee prior to the commencement of construction.

8. 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 six 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. 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 that they are not kept, bred, or maintained for any commercial purpose. No areas shall be fenced off as "dog pen" or "kennel" areas.

10. SIDEWALKS:

In accordance with Village ordinances, sidewalks shall be constructed by lot owners at time of construction of residences, provided, however, if any lot owner, other than the developer, has not commenced construction of a residence within five (5) years after final platting of this Addition, then such lot owner shall nevertheless construct a sidewalk within six months thereafter.

11. 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.

12. SURFACE WATER:

No down spout or surface water drain from any residence or garage shall be connected or drained into the sanitary sewer. All drains from sump pumps shall connect to storm sewers

where available or drain to back of lot.

13. FLOOD STAGE:

The 100-year flood elevation along Findley Creek under present conditions is estimated to be at elevations between 637.50 and 640.50 feet above sea level.

No structure located within the FEMA designated flood plain may be constructed with any exterior opening (i.e. door, window) having an elevation of less than one foot above the 100-year flood elevation.

13. DILIGENCE DURING CONSTRUCTION AND NONOCCUPANCY:

Construction of any dwelling or other improvement 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 no later than 12 months after footing excavation. No such dwelling shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth in this declaration. No excavation, except as is necessary for the construction of improvements, shall be permitted.

14. DRAINAGE:

For the proper drainage of all Lots, the established swale and the existing general grading elevations must be adhered to during construction; all dirt from excavation shall be confined to the Lot except that nothing is to be placed on the Lot including dirt from excavation which will interfere with the natural surface drainage thereof or change the elevation of a lot line without the prior written consent of the Architectural Control Committee.

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 two-thirds 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.

PART C

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. Thereafter, said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument is then 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this

30 day of May, 2008.

Steven A. Lewis

Steven A. Lewis, Owner

STATE OF ILLINOIS) SS.

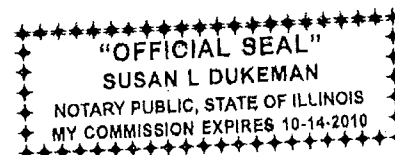
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify, that Steven A. Lewis, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 30 day of May,

2008.

Susan L. Dukeman
Notary Public



TAX CERTIFICATE

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 26th

day of OCTOBER, 2007.

PARCEL 12-17-04-304-002
12-17-04-351-001
12-17-04-351-002

Stephen M. Bean
County Clerk

APPROVAL

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

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

DATED this 16 day of June, 2007.

Gabri Gawn
Chairman, Planning Commission of The
Village of Mt. Zion, Illinois

APPROVAL

This is to certify that the attached Plat of CARRINGTON ESTATES THIRD ADDITION
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 of the Village of Mt. Zion and was by the Board of

Trustees duly approved.

DATED this 2 day of June, 2008.

[Signature]
President, Village of Mt. Zion, Illinois

ATTEST:

[Signature]
Clerk of the Village of
Mt. Zion, Illinois

SCHOOL DISTRICT CERTIFICATE

STEVEN A. LEWIS, as Owner of the property to be known as CARRINGTON ESTATES THIRD ADDITION and described in the foregoing Surveyor's Certificate, DOES HEREBY CERTIFY THAT said premises are all located within the boundaries of Mt. Zion Community School District #3, in Macon County, Illinois.

DATED this 30 day of May, 2008.

[Signature]
Steven A. Lewis

STATE OF ILLINOIS)
) ss.
COUNTY OF MACON)

I, Susan L. Dukeman, a notary Public in and for the County and State aforesaid do hereby certify that STEVEN A. LEWIS, personally known to me to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me this day in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 30 day of May, 2008.

[Signature]
Notary Public

"OFFICIAL SEAL"
SUSAN L. DUKEMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-14-2011
