

SURVEYOR'S CERTIFICATE

I, MICHAEL H. PRICE, Illinois Land Surveyor, Certificate Number 2337, residing in Macon County, Illinois, do hereby certify that at the request of Mt. Zion State Bank as Trustee under a Trust Agreement dated May 10, 1978 and known as Trust #136, owners of the property hereinafter described, same being situated in the County of Macon and State of Illinois, I have made a true and accurate survey of the following:

Commencing at the Northwest Corner of Government Lot 1 in the Northeast Quarter (NE $\frac{1}{4}$) of Section 1, Township 15 North, Range 3 East of the 3rd Principal Meridian, Macon County, Illinois; thence Easterly along the North line of said Government Lot 1 on a bearing of N 89°-44'-55.1" E a distance of 268.00 feet to a point, said point being the Point of Beginning; thence Southerly on a bearing of S 1°-18'-04.5" E, 365.40 feet to a point; thence Westerly on a bearing of S 89°-37'-02.5" W, 268.18 feet to a point on the West line of said Government Lot 1; thence Southerly along the West line of said Government Lot 1 on a bearing of S 0°-52'-04.6" E, 188.51 to a point; thence Westerly on a bearing of S 88°-38'-31.4" W, 491.66 feet to a point; thence Southerly on a bearing of S 2°-40'-57.7" E, 62.25 feet to a concrete monument; thence Southeasterly on a bearing of S 16°-17'-40.9" E, 225.54 feet to a concrete monument; thence Southerly on a bearing of S 0°-15'-11.4" E, 517.34 feet to a point; thence Easterly on a bearing of S 89°-25'-26.7" E, 435.36 feet to a point; thence Easterly on a bearing of S 89°-19'-13.3" E, 631.94 feet to a point; thence Northerly on a bearing of N 0°-29'-49.8" W, 680.19 feet to a point; thence Westerly on a bearing of N 87°-47'-40.2" W, 265.80 feet to a point; thence Northerly on a bearing of N 1°-19'-26.0" W, 685.36 feet to a point on the North line of said Government Lot 1; thence Westerly along the North line of said Government Lot 1 on a bearing of S 89°-44'-55.1" W, 99.84 feet to the Point of Beginning.

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 "RUSTLING WATERS". The attached plat particularly describes, gives and sets forth the lengths, widths and number of each lot therein, the name and width of the road and I have placed iron pins five eighths inches by thirty 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 May 30, 1978, at Decatur Illinois.



Michael H. Price
MICHAEL H. PRICE
Illinois Land Surveyor
Certificate Number 2337

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OWNERS' DECLARATION

BE IT KNOWN THAT I, MT. ZION STATE BANK AS TRUSTEE UNDER A TRUST AGREEMENT DATED MAY 10, 1978 AND KNOWN AS TRUST #136, being the owner 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 "RUSTLING WATERS", and the same shall be 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 Fort Daniels Road, Rustic Lane and Whisper Court; and I do hereby dedicate for walkways, sewers, watermains, 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.

The following covenants and restrictions in their

entirety shall apply to each and every lot in the subdivision:

1. All lots in said addition shall be used for residential purposes only and shall be known as residential lots. The construction of all residence shall be commenced within two (2) years after the sale of any vacant lot and shall be completed within one (1) year thereafter without any undue delay.
2. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one (1) detached single family residence, not to exceed two and one-half (2½) stories in height and an attached private garage for not more than three (3) cars. Each residence shall have at least a two (2) car attached or unattached garage. Each lot shall be allowed one (1) outbuilding of such location, dimension and design as shall be approved by the committee established pursuant to paragraph 22 hereof. Said residence shall provide a suitable driveway of at least 20 feet in width composed of concrete, asphalt, brick, cobblestone or such other material as may be approved by the building committee established pursuant to paragraph 22 hereof.

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3. No residence shall be permitted upon any lot at a cost of less than SIXTY THOUSAND DOLLARS (Appraisal Value) based upon costs levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all residences shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted residential sites.

4. In the case of a one (1) story structure, the ground floor area of any residence, exclusive of porches, garages, breezeways and utility rooms shall not be less than 2,000 square feet and in the case of a multi-story residence, the total living area on the ground floor, exclusive of porches, garages, breezeways and utility room, shall be not less than 1,000 square feet. The total square footage shall not be less than 2,000 square feet.

5. None of the Lots as they appear on the attached plat shall be subdivided.

6. All materials used in construction and erection of a residence as herein specified shall be of new materials. The exterior of all buildings shall be of new materials with no asphalt, composition siding, asbestos siding. No roofs of any building may be constructed of rolled roofing. If wood is used on the exterior of any residence, it shall be immediately painted or stained, unless such wood is specifically designed to remain untreated.

7. No building or any part hereof shall be located nearer to the front lot line than the building set back lines shown on the recorded plat. Side and rear lot lines shall be in accordance with the Macon County Rules and Regulations Governing Subdivisions, and no plant, trees, shrubbery or other plants (other than annuals or grass cover) nor any building structure, fence or other obstruction shall be placed, built or erected within 5 feet of the utility easement line as shown on the recorded plat hereof.

8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No residential lot shall be used for repairs or storage of used cars. No businesses, including but not restricted to, insurance, real estate or beauty shop businesses shall be conducted on the premises.

9. No sign of any kind shall be displayed to the public view on any 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 property during the construction and sale period.

10. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of any temporary character be used as a residence. No part of these premises shall be used to store junk either temporarily or permanently. No boats shall be parked on the premises unless said boat is completely inside a garage or other approved storage facility.

11. No cows, horses, pigs, sheep, goats, chickens, geese or ducks, or any other animals of any kind shall be raised, bred or kept on any lot except that dogs, cats or birds, which are household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lots, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted for use in boring for oil or natural gas or be erected, maintained or permitted on any lot.

13. 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 which containers will not be allowed outside the residence or other approved storage facility.

14. No lot or street shall be used for the burning of any materials whatsoever except leaves.

15. All lots shall be kept mowed to its extremities except for gardens or other growths.

16. All lots shall have a night light as provided by Illinois Power Company and shall pay the monthly charges for the use of maintenance of said lots.

17. No boats in excess of 17 feet shall be allowed on the lake and no motors shall be used on any boat except electric trolling motors.

18. All docks provided for the temporary mooring of boats shall be underwater docks with no portion thereof protruding above the surface of the water and no boats shall be moored on the lake for a period in excess of 24 hours, except for docks providing for the temporary mooring of boats which shall be underwater docks.

19. No minnows shall be used for fish bait in the lake.

20. No cars, trucks or other vehicles shall be parked on the streets for a period of time in excess of 12 hours nor shall any car, truck or any vehicle or attachment or appendage to the previous description of vehicles be parked or allowed to remain on the driveway for a period of time in excess of 24 hours.

21. A perpetual easement is hereby created over, under and across the area marked "easement for public utilities" and "easement for public utilities and walkways" 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 telegraph; 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 and walkway easements which may damage or interfere with the installation, operation or maintenance of the utilities and ingress - egress to lake.

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 and alleys, 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.

22. No residence or outbuilding shall be erected, placed or altered on any residence lot until building plans, specifications and plot plans, showing the locations of the said building, have been approved in writing by a committee composed of NORMAN FINLEY and MICHAEL PRICE or their authorized representative, for conformity and harmony of exterior design with existing structures in the subdivision, and as to location of the residence with regard to property and building set back line and no contractor or construction firm shall be employed to contract any residence or other improvement without the approval of the committee.

The committee's approval or disapproval as required in these covenants shall be in writing. No liability of any sort shall extend to the Architectural Control Committee as a result of their approval of said plans.

If the committee or authorized representative thereof fails to approve or disapprove such design and location within thirty (30) days after the said plans and specifications have been submitted, to it or if no suit to enjoin the erection of such residence or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required.

Said committee or authorized representative thereof, shall act without compensation. Said committee shall act and serve until the subdivision is completely sold or if not sold said Committee shall act until January 1, 1985, at which time the then recorded owners of a majority of the lots which are subject to the covenants herein set forth, may designate in writing duly recorded on the land records, their authorized representative who thereafter shall have the powers subject to the same limits as were previously designated herein to the aforesaid committee.

The use, maintenance and control of the lake shall be under the direction of a committee composed of NORMAN FINLEY and MICHAEL PRICE and one lot owner of record designated by the developers or their successor or by their authorized representative. Each lot owner shall pay within 30 days after purchasing said lot the sum of \$50.00 per lot to said committee which shall place the same in a trust account and be used only for the maintenance and control of the lake. The committee shall be authorized to enforce collection of said monies and to contract for and provide maintenance and control for said lake and use the funds so collected for these purposes.

The committee shall remain in existence and serve until January 1, 1983, or until it is dissolved by a written vote of at least 75% of the then recorded owners of the lots which are subject to these covenants. Said committee shall continue in existence if so decided by a majority of the owners of the lots subject to these covenants. Each committee member shall serve a term of four (4) years. Upon the expiration of a term the owners of all of the lots shall elect a successor committee member by written ballot.

These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive period of five (5) years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing, or to recover damages or other dues for such violation.

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

Witness our hands and seals this 30th day of May, 1978.

MT. ZION STATE BANK As Trustee
Under a Trust Agreement,
Dated May 10, 1978 and known as
Trust #136

By Galen Nihiser, TO
GALEN NIHISER, Trust Officer

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 GALEN NIHISER, Trust Officer of Mt. Zion State Bank, Land Trust Number 136, 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 30th day of May, A.D., 1978



Galen Nihiser
NOTARY PUBLIC

1978 MAY 30

TAX CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF MACON) SS

I, WILLIAM M. TANGNEY, 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 attached subdivision, Rustling Waters, plat and included therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22 day of June, 19 28.

William M. Tangney
COUNTY CLERK. W.M.T.



APPROVAL

STATE OF ILLINOIS)
COUNTY OF MACON) SS

This is to certify that the attached plat of RUSTLING WATERS and accompanying certificates was submitted to the Board of Supervisors of Macoupin County and was by the Board duly approved.

Dated this 5 day of July, 19 28.

Ray R. Heagerty
CHAIRMAN
Macoupin County Board of Supervisors

ATTEST:

John H. Heagerty
COUNTY CLERK

