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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: 9/30/2010 10:41:55 AM



SURVEYOR'S CERTIFICATE

I, Ronald W. Lamb, a duly licensed surveyor, Certificate No. 2811, residing in Macon County, Illinois, do hereby certify that at the request of STEVEN A. LEWIS, owner of the property hereinafter described, the same being a part of Macon County, Illinois, have made a true and accurate survey of said tract of land and is more particularly described as follows:

That part of the South Half of Section 3, Township 15 North, Range 3 East of the 3rd P.M., lying North of the Northerly right-of-way line of F.A. Route 33, S.B.I. Route 121 further described as follows: Beginning at the intersection of the North line of the Southeast Quarter of the Southwest Quarter of said Section 3, and the East line of Rolling Green Estates I, recorded in Book 1832, page 64 of the Records in the Macon County Recorder's Office; thence N 88°58'11" E on said North line of the Southeast Quarter of the Southwest Quarter of said Section 3, 603.38 feet; thence N 89°47'05" E on the North line of the Southwest Quarter of the Southeast Quarter of said Section 3 to its intersection with the East line of the West 664.0 feet of the Southwest Quarter of the Southeast Quarter of said Section 3; thence S 01°21'30" E on the said East line, 338.35 feet; thence S 89°00'04" W, 1083.29 feet; thence S 00°59'56" E, 43.00 feet; thence S 89°00'04" W, 196.60 feet to the intersection of the East line of Rolling Green Estates I; thence N 00°37'20" E on said East line of said Rolling Green Estates I, 390.24 feet, to the point of beginning, containing 10.2724 Acres, more or less.

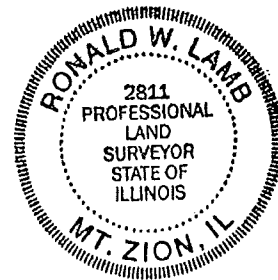
And according to law, I have subdivided the same into Lots, which subdivision is to be hereafter known and designated as **PARKSIDE EAST-FIRST ADDITION**, as shown on attached plat made by me, which plat, incorporated herein by reference, particularly and correctly described and sets forth the exterior boundaries of the land surveyed and roadway easements and easements for public utilities herein and gives the width, length and number of each Lot and easements, and I have placed iron pins on all corners, angle points and points of curvature as permanent monuments from which future surveys can be made.

I further certify that part of the above described subdivision or that which is shown on the plat does not lie within a Special Hazard Area as shown on the Flood Insurance Rate Map No. 170962 0005B, effective date September 18, 1985.

Signed and dated at Mt. Zion, Illinois this 5th day of February, 2010.

Ronald W. Lamb

Ronald W. Lamb
Illinois Professional Land Surveyor No. 2811
License Expiration Date: 11-30-2010



OWNER'S DECLARATION

BE IT KNOWN THAT I, STEVEN A. LEWIS, 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 "PARKSIDE EAST - FIRST 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, 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:

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 attached 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. All fences must be attached to the residence. Approval shall be as provided in part "B" hereof. 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 or disapproval of said builder or plans.

3. DWELLING QUALITY AND SIZE:

The ground floor area of the main structure, exclusive of open porches and attached garages, shall be not less than 1200 square feet for a one-story dwelling, and all other dwellings shall have a minimum ground floor area of 900 square feet. All dwellings must have a minimum of 1200 square feet of living space in the main structure exclusive of open porches and attached garages and basements. All construction shall be of new materials and of quality workmanship. Lot owners shall upon construction of a residence but no later than two (2) years after purchase of 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 electric distribution lines, telephone lines, or other utilities 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 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 noxious 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 mobile homes, trailers, campers, boats or unlicensed or non operating vehicles shall be permanently parked in the driveways of any residence for periods in excess of one week nor otherwise permanently parked or stored on the premises unless contained in garages or other approved structures. No unattached outbuildings shall be larger than 168 square feet. Any such structures must reflect the color scheme of the residence.

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 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. 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" 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 has not commenced construction of a residence within five (5) years after final platting of this Addition, then any 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:

No structure located within the FEMA designated flood plain may be constructed with a habitable floor (including basement) elevation less than one foot above the 100 year flood elevation.

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 record owners of seventy per cent (70%) 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 sixty (60) 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, 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. The Architectural Control Committee shall be entitled to recover any reasonable attorney's fees which it may incur in enforcing these restrictive covenants.

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 29th day of SEPTEMBER, 2010.

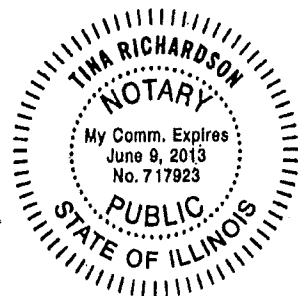
Steven A. Lewis

Steven A. Lewis

STATE OF ILLINOIS)
COUNTY OF MACON) SS.

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 29th day of SEPTEMBER, 2010.



Tina Richardson
Notary Public

TAX CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

I, STEVEN E. 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. 12-17-03-379-001

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of September, 2010.

Stephen M Bean
County Clerk

APPROVAL

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

This is to certify that the attached plat of SUNDANCE FIELDS FORTH ADDITION and accompanying certificates were submitted to the Village Board of the Village of Mt. Zion and were duly approved by the Board.

DATED this 15th day of March, 2010.

Dan A. [Signature]
President, Village of Mt. Zion

ATTEST:
LAMARA HENSE
Clerk of the Village of Mt. Zion

SCHOOL DISTRICT CERTIFICATE

STEVEN A. LEWIS, as Owner of the property to be known as Parkside East - First 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 29TH day of SEPTEMBER, 2010.

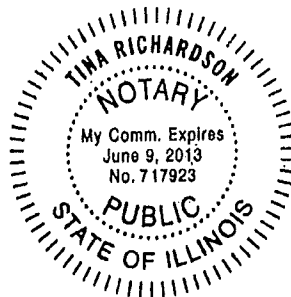
Steven A. Lewis

Steven A. Lewis

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

I, TINA RICHARDSON, 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 the statement as his free and voluntary act.

Given under my hand and notarial seal this 29TH day of SEPTEMBER, 2010



Tina Richardson
Notary Public

