Mac.

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

Book: 5000 Page: 36

Book: 5000 Pa

Recording Fee: \$89.01

Responding Fee: \$89.01

Responding Fee: \$10.01

Authorized By: Way C. Eaton

1762922

Date Recorded: 11/14/2008 1:31:04 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 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:

The Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Eight (8), Township Fifteen (15) North, Range Three (3) East of the 3rd P.M., with a total area of 42.80 acres more or less; and

A part of the Southwest Quarter (SW 1/4) of Section Nine (9), Township Fifteen (15) North, Range Three (3) East of the 3rd P.M., said part described as follows:

Beginning at a point on the West line of the said Southwest Quarter (SW¼) of Section Nine (9), said point being 848.78 feet North of the Southwest Corner of the said Southwest Quarter (SW¼) of Section Nine (9), said point also being the Northwest Corner of the South 50 acres of the Southwest Quarter (SW¼) of Section 9; thence N 00°42'19" W (Assumed Bearing) along the West line of the said Southwest Quarter (SW¼) of Sec. 9, 917.53 feet; thence N 89°17'41" E, 869.02 feet; thence S 00°42'19" E, 932.96 feet to a point on the North line of the said South 50 acres of the Southwest Quarter (SW¼) of Sec. 9; thence N 89°41'17" W along the said North line of the South 50 acres of the Southwest Quarter (SW¼) of Sec. 9, 869.16 feet to the point of beginning, containing 18.46 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 "SILVER LEAF 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-eights (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 June 26, 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

Silverleaf Estates
PWC Project #7134



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 "SILVER LEAF ESTATES", 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 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, watermains, drainage facilities and public utility purposes the various easement strips so designated on the plat as "Easement for Public 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:

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 two and one-half (2 ½) stories in height, a private garage and such further outbuildings as may be approved by the Architectural Control Committee.

nterecongagiles	
S. Control of Control	

2. ARCHITECTURAL CONTROL:

No building or structure (including, but not by way of limitation, residential dwelling, garage, swimming pool, outbuildings, tennis courts and driveway) 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 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 and as to compliance with all other applicable covenants and restrictions set forth in this declaration. No fence or wall shall be erected, placed or altered unless similarly approved. No wooden privacy fences will be allowed in any event. All driveways shall be constructed of concrete, asphalt or other like type hard surface. Approval shall be as provided in part "B" hereof.

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 total floor area of the main structure of each dwelling exclusive of basements, open porches and attached garages, shall be not less than 2200 square feet of which 1800 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 good quality suitably adapted for use in the construction of such dwelling or improvement.

	month and the state of the stat		
	AND ALL MAN TO AND AND ALL MAN TO AND ALL MAN TO AND ALL MAN TO AND ALL MAN TO AND AND AND ALL MAN TO AND		
	Viannostata orazontata del circulta della circulta		
<i>4</i>	variidabettindo-ditinatoneenneenneenne		

4. EASEMENT:

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, , 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 propane tanks and utilities serving this subdivision shall be installed (buried) 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. 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. No inoperable or junk vehicles may be permanently stored on any lot.

-	

7. 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.

8. VEHICLE PARKING:

No snowmobile, boat, camper, mobile home, motor home (or recreational vehicle of a similar nature) or trucks, vans or other vehicles that are used as a commercial vehicle shall be permanently parked in the driveways of any residence or on the public streets for periods in excess of 96 hours nor otherwise permanently stored on the premises unless contained in garages or other approved structures. In addition, no trucks, vans or other vehicles which are owned or used by the lot owner(s) as commercial vehicles shall be permanently parked in the driveways of any residence or on the public streets when not in use and lot owners further agree that all such vehicles shall be kept or stored in garages or other approved structures. For purposes of this provision, the above referenced vehicles and other recreational equipment shall still be considered "permanently" parked or stored even if used away from the premises on an occasional or frequent basis while so parked or stored. No other vehicles shall be left continuously parked on the public streets for periods in excess of one week.

9. SIGNS:

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

emelmonimma pričen sia sumoprieboja privinstruku se overenemena se overeko oporio bijelo je jelo koncuperze ove					
este a se este de la composition de la					
den met kriste provincia proporti kriste delike a primer provincia del colorio del provincia vica provincia de					

10. 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 pens or kennels.

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. EXCAVATED MATERIALS:

No sod, dirt, rocks or other excavating material on any lot shall be taken out or moved from the Addition without the written consent of the Architectural Control Committee.

13. DILIGENCE DURING CONSTRUCTION AND NON-OCCUPANCY:

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

		ski salakusi almaka katapana pistaka jaka katapa committe				
·		Paddiumos (editional instalation) game e suura prozozoona				
		actor year of the second secon				
	i	goveranden produce produce de la companya del companya de la companya de la companya del companya de la company				
•						
		A Professional Company of the Acceptance of the				
		ud. Billia dila salamana di mandra da mandra d				
		Albertandelinisteran methode et energia productiva de energia prod				
		CONTINUE FOREST CHIEF STATE OF THE STATE OF				
		THE CANADA THE CONTRACT OF THE CANADA THE CA				
en e						
		incommunication to the control of th				

Lot except that nothing is to be placed on the Lot including dirt from excavation which will interfere with the natural surface drainage thereof.

15. FLOOD STAGE:

No structure located within any 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 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 complete plans and specifications have been submitted to it, or in any event if no suits to enjoin the construction have 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.

i			

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 (20) years from the date these covenants are recorded. Thereafter, 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. No proceeding at law or in equity for enforcement of any restriction or restrictions shall be brought after an improvement has been completed.

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 10 day of October, 2008.

Steven A. Lewis

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 /6 day of 0ct , 2008

NY COMMESSION EXPORTES/OFF/746

	routiliona muutanoje Auzimonia eta		
	NO. HELEN WAS AND		
	mentation on the case of the c		
	NO PRINCIPAL PRI		
	The second		
	NAME AND ADDRESS OF THE PROPERTY OF THE PROPER		
	ecianologomani de manamananananananananananananananananan		
	MOTHER MANAGEMENT AND		
201200000000000000000000000000000000000	1000		

TAX CERTIFICATE

STATE OF ILLINOIS)
COLDITY OF MACON) \$\$
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

Stephen M Sean County Clerk

Part of Parcel ID No. 12-17-08-400-005

APPROVAL

STATE OF ILLINOIS) SS COUNTY OF MACON)

This is to certify that the attached plat of SILVER LEAF ESTATES and accompanying certificates were submitted to the Village Board of Trustees of the Village of Mt. Zion and was by the Board of Trustees duly approved.

DATED this 10 th day of Latober, 2008.

Dold A Willage of Mt. Zion

Clerk of the Village of Mt. Zion

SCHOOL DISTRICT CERTIFICATE

The undersigned, on behalf of Steven A. Lewis, the Owner of the property to be known as SILVER LEAF ESTATES and described in the foregoing Surveyor's Certificate, DOES HEREBY CERTIFY THAT said premises are all located within the boundaries of the Mt. Zion School District, in Macon County, Illinois.

DATED this 10 day of October, 2008.

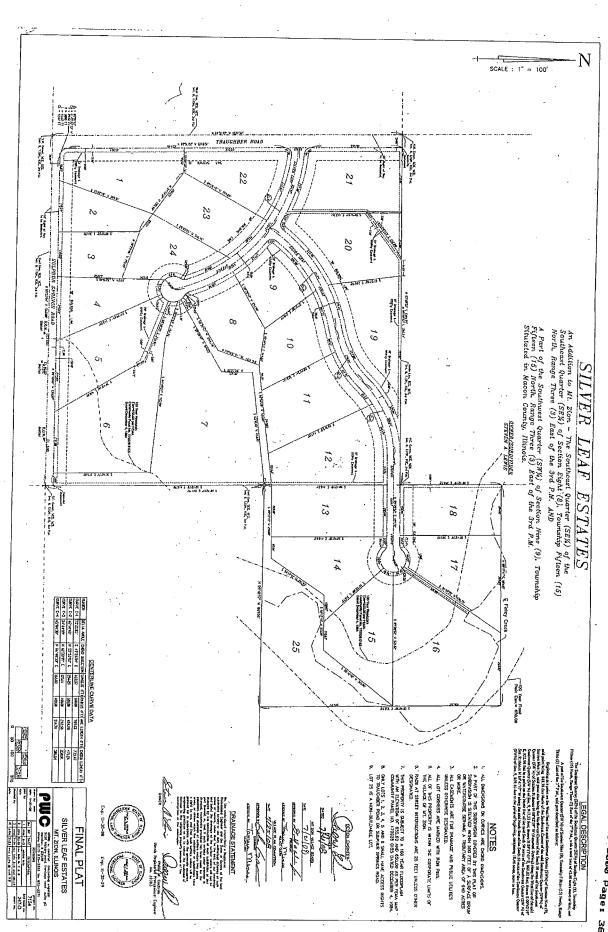
Steven A. Lewis

STATE OF ILLINOIS

COUNTY OF MACON

I, July Cay Clery, 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 10 day of 00 2008.



5000 Page: 36

