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Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder
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Authorized By Mary A. Eaton

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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, Village of Mt. Zion and the Mt. Zion Economic Development Corporation, owners 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:

A part of the Northwest Quarter (NW ¼) of the Section 3, Township 15 North, Range 3 East of the 3rd Principal Meridian, Macon County, Illinois; and Lot 4 of Mt. Zion Village East, as per Plat recorded in Book 5000, Page 93 of the records in the Recorder's Office of Macon County, Illinois; said part more particularly described as follows:

TRACT 1:

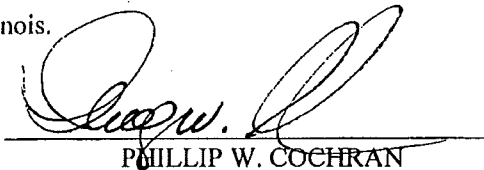
Beginning at the Northwest corner of Lot 4 of Mt. Zion Village East, an Addition to the Village of Mt. Zion as per Plat recorded in Book 5000, Page 93 of the Records in the Recorder's Office, Macon County, Illinois; said point of beginning also being the Southwest corner of Lot 1 of Ashland Estates First Addition, an Addition to the Village of Mt. Zion as per Plat recorded in Book 1832, Page 343 of the Records in the Recorder's Office, Macon County, Illinois; thence S88°16'35"E (Assumed Bearing) along the North line of said Mt. Zion Village East, 493.90 feet to the Northeast corner of said Lot 4 of Mt. Zion Village East; said point also being the Northwest corner of Lot 50 of said Ashland Estates First Addition; thence S00°12'05"E along the East line of said Lot 4 of Mt. Zion Village East and the West line of said Ashland Estates First Addition and the West line of Ashland Estates Second Addition as per Plat recorded in Book 1832, Page 352 of the Records in the Recorder's Office, Macon County, Illinois, 724.73 feet to the Northeast corner of Lot 5 of said Mt. Zion Village East; thence S89°47'55"W along the North Line of said Lot 5 of Mt. Zion Village East, 423.70 feet to a point on the East Right of Way line of Mt. Zion Parkway, said point also being the Northwest corner of said Lot 5 of Mt. Zion Village East; thence N00°12'05"W along the said East Right of Way line of Mt. Zion Parkway, 92.50 feet; thence S89°47'56"W, 50.51 feet to a point on the West Right of Way line of Mt. Zion Parkway said point also located along the East line of an unrecorded subdivision named Paul Smith Subdivision of Assessor's Sub. in the Northwest Quarter of Section 3, Township 15 North, Range 3 East of the 3rd Principal Meridian; thence N00°08'30"W along the said West Right of Way line of Mt. Zion Parkway and the said East line of Paul Smith Subdivision of Assessor's Sub., 124.54 feet; thence N88°03'43"W along the said East line of Paul Smith Subdivision of Assessor's Sub., 14.99 feet; thence N00°17'43"W along the said East line of Paul Smith Subdivision of Assessor's Sub. and the East line of CASA Commercial Park, as per Plat recorded in Book 1832, Page 793 of the Records in the Recorder's Office of Macon County, Illinois, 121.72 feet; thence along the said East line of CASA Commercial Park northerly on a curve to the left having a radius of 7491.33 feet, an arc distance of 402.08 feet with a chord having a bearing of N00°49'21"W, and a chord distance of 402.03 feet, to the point of beginning. Containing 8.05 acres more or less.

TRACT 2:

Beginning at a point on the South line of Lot 1 of Mt. Zion Village East, an Addition to the Village of Mt. Zion as per Plat recorded in Book 5000, Page 93 of the Records in the Recorder's Office, Macon County, Illinois; said point being 30 feet West of a Southeast corner of said Lot 1 and said point of beginning also being the Northeast corner of Lot 6 of New Nelson Park Acres, as per Plat recorded in Book 745, Page 42 of the Records in the Recorder's Office of Macon County, Illinois; thence N89°47'55"E along the said South line of Lot 1 of Mt. Zion Village East, 28.61 feet; thence N44°47'55"E along the East line of said Lot 1 of Mt. Zion Village East, 46.85 feet; thence N45°12'05"W along the said East line of Lot 1 of Mt. Zion Village East, 66.73 feet; thence N00°12'05"W along the said East line of Lot 1 of Mt. Zion Village East, 57.05 feet; thence N89°47'55"E, 50.80 feet to a point on the West line of Lot 5 of said Mt. Zion Village East; thence S00°12'05"E along the said West line of Lot 5 of Mt. Zion Village East, 6.02 feet; thence S45°12'05"E along the South line of said Lot 5 of Mt. Zion Village East, 26.08 feet; thence N44°47'55"E along the said South line of Lot 5 of Mt. Zion Village East, 42.16 feet; thence N89°47'55"E along the said South line of Lot 5 of Mt. Zion Village East, 75.44 feet; thence S45°12'05"E along the said South line of Lot 5 of Mt. Zion Village East, 256.70 feet; thence S00°12'05"E along the said South line of Lot 5 of Mt. Zion Village East, 53.68 feet; thence S44°47'55"W along the said South line of Lot 5 of Mt. Zion Village East, 57.54 feet; thence S45°12'05"E along the said South line of Lot 5 of Mt. Zion Village East, 50.96 feet; thence N89°47'55"E along the said South line of Lot 5 of Mt. Zion Village East, 123.16 feet to a point on the West line of Ashland Estates Third Addition as per Plat recorded in Book 1832, Page 417 of the Records in the Recorder's Office, Macon County, Illinois; thence S00°12'05"E along the said West line of Ashland Estates Third Addition and the West line of Ashland Estates Fourth Addition as per Plat recorded in Book 1832, Page 445 of the Records in the Recorder's Office, Macon County, Illinois, 476.31 feet to a point on the North Right of Way line of Woodland Lane; thence S89°59'37"W along the said North Right of Way line of Woodland Lane, 489.29 feet to the Southeast Corner of Lot 11 of said New Nelson Park Acres; thence N00°10'47"W along the East line of said New Nelson Park Acres, 643.85 feet to the point of beginning. Containing 7.46 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 "MT. ZION VILLAGE EAST – SECOND 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 8, 2011 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 11-30-2012

MT. ZION VILLAGE EAST – SECOND ADDITION
PWC Project #7106-D

OWNER'S DECLARATION

BE IT KNOWN THAT I, Steven A. Lewis, being the 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 do hereby designate the subdivision as "MT. ZION VILLAGE EAST – PHASE TWO", 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 ALL of the lots in the subdivision except as provided:

PART A

**COMMERCIAL AREA COVENANTS FOR LOTS 30, 31, 32, 54 AND 75
BRIGHTON PARK SHOPS**

The following covenants and restrictions in their entirety shall apply to Lots 30, 31, 32, 54 and 75 of said Addition which shall be known as Brighton Park Shops:

1. Lots are mixed use with the lower level used for commercial purposes and the second level used as residential apartments or condominiums
2. No building shall be erected, placed or altered on any lot until 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. All construction shall be of new materials and of quality workmanship. No signs, fences or walls shall be erected, placed or altered on any lot unless similarly approved. Following construction of any building, any subsequent change in the roofline or materials thereof or exterior of the premises, including a change in color scheme shall also be subject to approval by the Architectural Control Committee. Approval shall be as provided in Part "C" hereof.

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

4. No building shall be located on any lot nearer to the front lot line than the minimum building setback line shown on the recorded Plat.

5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

6. No lot shall be used or maintained as a dumping ground for rubbish or junk.

7. The owner of any lot shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire and police requirements and regulations; and the owner shall remove at his or its expense any rubbish of any character whatsoever which may accumulate on said site or lot.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. A perpetual easement is hereby created over, under and across the area marked "easement for drainage and 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. 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.

PART B

RESIDENTIAL AREA COVENANTS FOR AUGUST HILL COMPRISED OF LOTS 1-29 AND FOR BRIGHTON PARK COMPRISED OF LOTS 33-53 AND 55-74

1. LAND USE AND BUILDING TYPE:

No lot shall be used except for single family residential purposes; no gainful occupation, profession, trade or other non-residential use may be conducted on any lot; 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 an attached private garage for not more than 3 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 fencing is permitted except as installed by Developer. Approval shall be as provided in part "C" 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: Cindy K. Lewis and the Developer, Steven A. 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:

Construction shall be of new materials and of quality workmanship. Developer shall provide landscaping as part of the completion of residences. The Developer, and once the Homeowners Associations are formed as provided in Parts D and E below, the August Hills Homeowners Association (hereinafter "AHHA") or the Brighton Park Homeowners Association (hereinafter "BPHA") as the case may be, shall provide maintenance of all landscaping installed by developer in order to maintain all landscaping in a neat and attractive appearance, including removal of weeds, dead plants, grass clippings and debris. The Lot owner shall be responsible for the maintenance of all landscaping, plants or trees not initially installed by Developer, or subsequently by the AHHA or BPHA, as the case may be.

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 rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot or parcel. No obnoxious or offensive activities which cause excessive odors, loud noises, or unsightly conditions detrimental to neighboring lot owners or property 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 STORAGE SHEDS:

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. Storage sheds are permitted only on certain lots in the Brighton Park area and then solely with the prior written permission of the Developer. Any such sheds must be of the same architectural style and use the same materials such as siding and roofing as the residence on the lot. No furniture, fixtures, appliances or other goods not in active use shall be stored as to be visible from the street, neighboring property or common area.

8. TRUCKS, TRAILERS, RECREATIONAL VEHICLES, CAMPERS AND BOATS:

All trucks, trailers, recreational vehicles, campers and boats require a permit from the Developer or from the AHHA or the BPHA, as the case may be, and it's designated Administrator once formed. Permits will allow parking on the streets or private driveways only. Permits are for a maximum of 72 hours in any month and are issued for a minimum of 12 hours per occurrence. No storage of such vehicles will be permitted at any time, for any length of time in grass or lawn areas of individual homes. No automobile, motorcycle or other motor vehicle shall be constructed or repaired on any lot or parcel so as to be visible from the street or neighboring property. No inoperable vehicle may be stored or parked on any lot.

9. PARKING OF VEHICLES:

Vehicles are to be kept in garages or the driveways of the lot owners whenever possible. Where space permits, this includes guest's vehicles. Permanent parking of vehicles in the street for more than 24 hours is prohibited.

10. ANTENNAS AND SATELLITE DISHES:

Antennas are prohibited. Satellite dishes are allowed, but only on the backside of homes. Individual Homeowners must contact either the Architectural Control Committee or the AHHA or the BPHA, as the case may be, for approval of dish placement and size prior to installation.

11. SIGNS:

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

- Signs required by legal proceedings.
- One identification sign for individual residences
- Signs, such as "For Sale" signs, the nature, number and location of which have been approved by the AHHA or the BPHA, as the case may be
- One sign advertising the premises for Sale

12. PETS OR OTHER ANIMALS:

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 structure, including "dog pens" or cages for the care or housing of any animals, shall be maintained on any lot. A leash must control pets at all times and pet owners must remove and dispose of any solid waste from pets.

10. SIDEWALKS:

In accordance with Village Ordinances, sidewalks shall be constructed by Developer or Lot Owners, as the case may be, at time of construction of residences.

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 the same be kept except in approved containers and in a clean and sanitary condition. All rubbish, trash or garbage shall be removed from the Lots and parcels and not be allowed to accumulate.

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.

14. STORM WATER RETENTION/DETENTION AREAS – LOTS 74 and 76:

Lots 74 and 76 are designated on the plat as existing storm retention or detention areas. Lots 74 and 76 shall be owned by the Developer until the creation of Homeowners Associations provided for herein, at which time Lot 74 shall be conveyed to the BPHA and Lot 76 shall be conveyed to the AHHA. Lots 74 and 76 shall be considered Common Areas and shall be maintained for the use and the enjoyment of their respective lot owners and their guests. Expenses incurred in improving, maintaining, or repairing Lots 74 and 76 shall be paid by

Developer until the properties are conveyed to the AHHA and the BPHA, as the case may be, at which time the respective Associations shall become responsible for all expenses, including with respect to Lot 76, the maintenance of any fountain installed thereon and sidewalk areas.

Expenses incurred by Developer prior to conveyance to the Homeowners Associations shall be includable in the assessments chargeable to Lot Owners under Part D, paragraph 5 or Part E, paragraph 4.

PART C 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 three-fourths 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 D RESTRICTIONS AND HOMEOWNERS ASSOCIATION PROVISIONS FOR AUGUST HILL, BEING LOTS 1-29

The following covenants and restrictions in their entirety shall apply to August Hill comprised of Lots 1-29 of said addition:

1. HOMEOWNERS ASSOCIATION:

Membership in the August Hill Homeowners Association (AHHA) is required of all Lot Owners for Lots 1-29. Payment of monthly fees is required.

2. RESTRICTIONS, ON OWNERSHIP, ALIENATION AND OCCUPANCY OF RESIDENCES ON LOTS 1-29:

- a. Ownership Restriction. August Hill is a community for senior citizens. Ownership of a Lot is not restricted as to age of the Lot Owner or ownership entity. Occupancy Restrictions as set forth this Paragraph of the Owner's Declaration apply to all Lots, regardless ownership.
- b. Alienation Restriction. Sale or rental of a residence or lot is not restricted. Occupancy Restrictions as set forth this Paragraph of the Owner's Declaration apply to all Lots regardless of ownership interests in any Lot.
- c. Occupancy Restrictions. Except and to the extent permitted by law and applicable regulations which allow for a limited number of under age 55 owners, residences may be permanently occupied by an unmarried individual or individuals who are each at least fifty-five (55) years old, or by a married couple, if one or the occupants is at least fifty-five (55) years old. Children of permanent occupants of a residence who are nineteen (19) years old or older may also occupy a residence. If the residence is initially occupied by a married couple of which one spouse is over fifty-five (55) years old and the other spouse is under fifty-five (55) years old and the spouse who is over fifty-five (55) years old dies, the spouse who is under fifty-five (55) years old can continue to occupy the residence unless and until said spouse marries or cohabits with another individual who is less than fifty-five (55) years old. Children under nineteen (19) years of age and other guests of Lot Owners can visit Lot Owners and occupy a residence for not more than ninety (90) days in the aggregate during any running twelve-month period.

3. CREATION OF ASSOCIATION:

No later than the earlier of the date on which there are Twenty-two (22) Lot Owners) of August Hill lots or the date required by law, Developer will cause to be formed an Illinois not-for-profit corporation to be known as The August Hills Homeowners Association.

4. MEMBERSHIP IN ASSOCIATION:

All lot owners of Lots 1-29 shall be members of the AHHA and Lot Owners and their tenants, guest or any other person residing in the residence shall be bound by the rules and regulations of said Association for so long as lot ownership is retained.

5. AUTHORITY AND RESPONSIBILITIES OF DEVELOPER AND THE AUGUST HILLS HOMEOWNERS ASSOCIATION:

From the time of creation of the Association, the Association will be responsible and have the authority to manage, control improve, maintain, and repair all Common Areas, including, without limitation, the retention area and the Open space as shown on the attached plat. The Association need not maintain or provide services to any unsold unimproved lots held by Developer. Until such lots have a building on them the Developer shall mow said lots approximately once each month while grass is growing. The Association may, without charge to Developer, mow said lots more frequently.

Until the creation of the Association, the Developer shall be responsible for and have the authority to manage, control improve, maintain, and repair all Common Areas, as set forth in the preceding paragraph.

Further, the Association shall provide all lot owners as reasonably necessary, snow removal from driveways from the garage down to the street, sidewalks, lawn mowing, general lawn maintenance, the automatic sprinkler systems, which shall be metered separately and the power expense therefore to be the expense of the Association. 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 for the services to be provided and the real estate taxes, insurance premiums and any other necessary expenses relating to or connected with the Association's duties and responsibilities. Until such time as the

Association is formed, Developer shall provide these services and be entitled to collect from each Lot Owner an assessment based upon the cost of services provided.

Said Assessment shall begin on the first day of the first month after a Certificate of Occupancy is issued to a Lot Owner and shall be equal to 1/29 of the total fees assessed. The monthly assessment shall be maintained by the Developer in a separate account and shall be used to pay current expenses for services the Developer is obligated to provide pursuant to this Owner's Declaration and for real estate taxes, insurance premiums and any other necessary expenses relating to or connected with the lots which comprise the AHHA. The Developer need not establish reserve accounts for major repairs which might be necessary in the future. In the event there are expenses that need to be paid and or necessary and there are at that time, insufficient funds in the account to pay the expenses the Developer may advance amounts necessary to cover said expenses and be reimbursed from the account when funds are sufficient, or from The AHHA when it has sufficient funds.

The Developer shall maintain records of all income and expenses which it occurs in managing control, improving, maintaining, in repairing the Common Areas, and those amounts that it expends for real estate taxes and services it is obligated to provide pursuant to this Owner's Declaration and shall turn those records and any balance in the account over to duly elected directors of the AHHA when created. The AHHA, when created, shall have the authority to increase or decrease the monthly assessment as it deems appropriate, provided however, no assessment shall be charged to Developer on lots with unsold model homes, or spec homes, although said properties shall be maintained by the Association until sold.

If any Lot Owner fails or refuses to make any such payment when due, the Developer or the Association, as the case may be may file a lien therefore with Macon County, Illinois Recorder of Deeds.

6. RESPONSIBILITIES OF LOT OWNERS:

Lot owners shall be responsible for all maintenance, repairs, improvements, and expenses associated with their residence and lot not specifically designated to be provided by The AHHA, including, without limitation, the following:

- a. Homeowners insurance for the residence, including any endorsements the lot owner may deem prudent.
- b. Any and all utilities associated with the residence.
- c. Real Estate taxes which will be separately taxed to each Lot Owner.
- d. All maintenance and repairs to the interior and exterior of the residence or improvements on the real estate owned by the Lot Owner including, without limitation, the siding, the roof, the foundation, the driveway, the walkways, and sidewalks of the lot and residence, but excluding maintenance of landscaping as provided herein. If the exterior of any residence becomes in substantial disrepair, and the Lot Owner fails to make required repairs after reasonable notice, the AHHA may contract for and complete any work required to maintain the residence in accordance with the By-laws or rules and regulations of the Association. The Lot Owner will be responsible for all expenses related to completion of the necessary repairs and the Association may file a lien therefore in the Recorder's Office of Macon County.
- e. Lot owners may not alter or modify the drainage pattern or landscaping of the lot, or the architecture of the residences as built by Developer without the prior approval of the Architectural Control Committee or the AHHA, as the case may be. Changes in architecture include, but is not limited to, exterior colors, enclosure of patios, awnings, exterior lighting, additional concrete, custom coloring of walks, patios and driveways or other modifications to previously approved plans. An application for a modification must include a detailed set of plans and formal written approval must be received prior to commencement of work.

7. FIRST MEETING OF ASSOCIATION:

Within ten days of the creation of the Association the Developer shall give at least twenty-one days written notice to all Lot Owners of the date, time and place of the first meeting of the AHHA. At said first meeting each lot owner who is a member of said Homeowners Association shall be entitled to one vote on all matters to be voted on by the Association. The

Developer shall not be entitled to vote, but shall not be subject to or bound by any rules, regulations, payment of assessments or other matters adopted by the Association. The first order of business at the first meeting shall be the election of a Board of Directors for the Association. The number of directors elected shall be five with two directors to serve three-year terms, two directors to serve two-year terms and one director to serve a one-year term. In addition to election of directors, members may discuss matters of importance to the Association and which should be considered by the elected directors.

8. DIRECTORS INITIAL RESPONSIBILITY:

The directors elected at the first meeting of the AHHA 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 or voting by proxy. 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 Lot Owners present or voting by proxy. Upon approval of the By-Laws the Board of Directors shall govern the Association in accord with said By-Laws.

PART E

RESTRICTIONS AND HOMEOWNERS ASSOCIATION

PROVISIONS FOR BRIGHTON PARK, BEING LOTS 33-53 AND LOTS 55-74

The following covenants and restrictions in their entirety shall apply to Brighton Park comprised of Lots 33-53 and Lots 55-74 of said addition:

1. HOMEOWNERS ASSOCIATION:

Membership in the Brighton Park Homeowners Association (BPHA) is required of all Lot Owners for Lots 33-53 and Lots 55-74. Payment of monthly fees is required.

2. CREATION OF ASSOCIATION:

No later than the earlier of the date on which there are Thirty-one (31) Lot Owners of Brighton Park lots or the date required by law, Developer will cause to be formed an Illinois not-for-profit corporation to be known as the Brighton Park Homeowners Association.

3. MEMBERSHIP IN ASSOCIATION:

All lot owners of Lots 33-53 and Lots 55-74 shall be members of the BPHA and Lot Owners and their tenants, guest or any other person residing in the residence shall be bound by the rules and regulations of said Association for so long as lot ownership is retained.

4. AUTHORITY AND RESPONSIBILITIES OF DEVELOPER AND THE BRIGHTON PARK HOMEOWNERS ASSOCIATION:

From the time of creation of the Association, the Association will be responsible and have the authority to manage, control improve, maintain, and repair all Common Areas, including, without limitation, the retention area and the Open space as shown on the attached plat. The Association need not maintain or provide services to any unsold unimproved lots held by Developer. Until such lots have a building on them, the Developer shall mow said lots approximately once each month while grass is growing. The Association may, without charge to Developer, mow said lots more frequently.

Until the creation of the Association, the Developer shall be responsible for and have the authority to manage, control improve, maintain, and repair all Common Areas, as set forth in the preceding paragraph.

Further, the Association shall provide all lot owners as is reasonably necessary lawn mowing and general lawn maintenance, but not irrigation of lawns and shrubs. No snow removal shall be provided by the BPHA. 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 for the services to be provided and the real estate taxes, insurance premiums and any other necessary expenses relating to or connected with the Association's duties and responsibilities. Until such time as the Association is formed, Developer shall provide these services and be entitled to collect from each Lot Owner an

assessment based on the cost of services provided.

Said Assessment shall begin on the first day of the first month after a Certificate of Occupancy is issued to a Lot Owner and shall be equal to 1/41 of the total fees assessed. The monthly assessment shall be maintained by the Developer in a separate account and shall be used to pay current expenses for services the Developer is obligated to provide pursuant to this Owner's Declaration and for real estate taxes, insurance premiums and any other necessary expenses relating to or connected with the lots which comprise The BPHA. The Developer need not establish reserve accounts for major repairs which might be necessary in the future. In the event there are expenses that need to be paid and or necessary and there are at that time, insufficient funds in the account to pay the expenses the Developer may advance amounts necessary to cover said expenses and be reimbursed from the account when funds are sufficient, or from the BPHA when it has sufficient funds.

The Developer shall maintain records of all income and expenses which it occurs in managing control, improving, maintaining, in repairing the Common Areas, and those amounts that it expends for real estate taxes and services it is obligated to provide pursuant to this Owner's Declaration and shall turn those records and any balance in the account over to duly elected directors of the BPHA when created. The BPHA when created, shall have the authority to increase or decrease the monthly assessment as it deems appropriate, provided however, no assessment shall be charged to Developer on lots with unsold model homes, or spec homes although said properties shall be maintained by the Association until sold.

If any Lot Owner fails or refuses to make any such payment when due, the Developer or the Association, as the case may be may file a lien therefore with Macon County, Illinois Recorder of Deeds.

5. RESPONSIBILITIES OF LOT OWNERS:

Lot owners shall be responsible for all maintenance, repairs, improvements, and expenses associated with their residence and lot not specifically designated to be provided by the BPHA, including, without limitation, the following:

- a. Homeowners insurance for the residence, including any endorsements the lot owner may deem prudent.
- b. Any and all utilities associated with the residence.
- c. Real Estate taxes which will be separately taxed to each Lot Owner.
- d. All maintenance and repairs to the interior and exterior of the residence or improvements on the real estate owned by the Lot Owner including, without limitation, the siding, the roof, the foundation, the driveway, the walkways, and sidewalks of the lot and residence, but excluding maintenance of landscaping as provided herein. If the exterior of any residence becomes in substantial disrepair, and the Lot Owner fails to make required repairs after reasonable notice, the BPHA may contract for and complete any work required to maintain the residence in accordance with the By-laws or rules and regulations of the Association. The Lot Owner will be responsible for all expenses related to completion of the necessary repairs and the Association may file a lien therefore in the Recorder's Office of Macon County.
- e. Lot owners may not alter or modify the drainage pattern or landscaping of the lot, or the architecture of the residences as built by Developer without the prior approval of the Architectural Control Committee or the BPHA as the case may be. Changes in architecture include, but is not limited to, exterior colors, enclosure of patios, awnings, exterior lighting, additional concrete, custom coloring of walks, patios and driveways or other modifications to previously approved plans. An application for a modification must include a detailed set of plans and formal written approval must be received prior to commencement of work.

6. FIRST MEETING OF ASSOCIATION:

Within ten days of the creation of the Association the Developer shall give at least twenty-one days written notice to all Lot Owners of the date, time and place of the first meeting of the BPHA. At said first meeting each lot owner who is a member of said Homeowners Association shall be entitled to one vote on all matters to be voted on by the Association. The Developer shall not be entitled to vote, but shall not be subject to or bound by any rules, regulations, payment of assessments or other matters adopted by the Association. The first order

of business at the first meeting shall be the election of a Board of Directors for the Association. The number of directors elected shall be five with two directors to serve three-year terms, two directors to serve two-year terms and one director to serve a one-year term. In addition to election of directors, members may discuss matters of importance to the Association and which should be considered by the elected directors.

7. DIRECTORS INITIAL RESPONSIBILITY:

The directors elected at the first meeting of the BPHA 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 or voting by proxy. 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 Lot Owners present or voting by proxy. Upon approval of the By-Laws the Board of Directors shall govern the Association in accord with said By-Laws.

PART F
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 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, provided that as long as the Developer owns any lots in said subdivision, no change in these covenants may occur without his written agreement. 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 Developer or Architectural Control Committee shall be entitled to recover any reasonable attorney's fees which he or they 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.

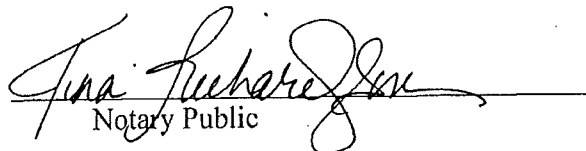

Steven A. Lewis

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 18TH day of NOVEMBER,
2011.



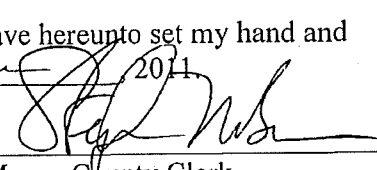

Notary Public

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 18th day of November, 2011.



Macon County Clerk

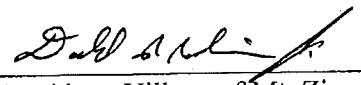
Tax ID Nos. Searched:
12-17-03-103-029
12-17-03-103-027

APPROVAL

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

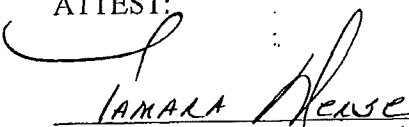
This is to certify that the attached Plat of MT. ZION VILLAGE EAST – PHASE TWO
and the accompanying Certificates were submitted to the Village Board of the Village of Mt.
Zion and were duly approved by the Board.

DATED this 21 day of November, 2011.



President, Village of Mt. Zion

ATTEST:

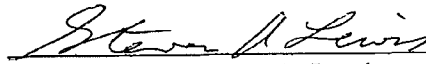


Clerk of the Village of Mt. Zion

SCHOOL DISTRICT CERTIFICATE

STEVEN A. LEWIS, as Owner of the property to be known as MT. ZION VILLAGE EAST - PHASE TWO and described in the foregoing Surveyor's Certificate, DOES HEREBY CERTIFY THAT said premises are all located within the boundaries of Mt. Zion Public School District, in Macon County, Illinois.

DATED this 18TH day of NOVEMBER, 2011

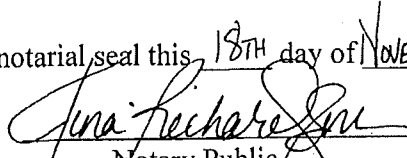


Steven A. Lewis

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 this statement as his free and voluntary act.

Given under my hand and notarial seal this 18TH day of NOVEMBER 2011.



Notary Public

