

SURVEYOR'S CERTIFICATE

BOOK 1832 PAGE 421.

1832/421

I, PHILLIP W. COCHRAN, Illinois Professional Land Surveyor, Certificate Number 2458, residing in Macon County, Illinois, do hereby certify that at the request of the First of America Trust Company, an Illinois Corporation as Trustee under Trust Agreement dated May 14, 1992 and known as Trust No. 3798, 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:

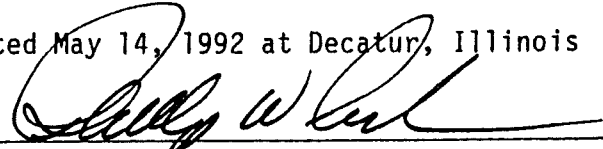
Part of Section 31, Township 16 North, Range 3 East of the 3rd Principal Meridian, said part more particularly described as follows:

1. The West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 31, T16N, R3E.
2. The Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 31, T16N, R3E, except the following property which is owned by the City of Decatur as a part of Lake Decatur property: Beginning at a point, said point being the Northwest Corner of the SW $\frac{1}{4}$, NE $\frac{1}{4}$, Sec. 31; thence N 89°43'23" E (Assumed Bearing), 1322.42 feet to the Northeast Corner of said SW $\frac{1}{4}$, NE $\frac{1}{4}$, Sec. 31; thence S 00°15'47" W, 146.00 feet; thence N 85°50'13" W, 380.00 feet; thence S 05°54'13" E, 134.00 feet; thence S 60°25'47" W, 141.00 feet; thence N 10°33'13" W, 151.80 feet; thence N 55°36'13" W, 120.23 feet; thence S 74°40'05" W, 191.86 feet; thence N 77°55'16" W, 266.00 feet; thence S 87°56'44" W, 262.40 feet; thence N 00°14'44" E, 115.00 feet to the point of beginning.
3. The South 900.00 feet of the East 50.00 feet of the Northwest Quarter (NW $\frac{1}{4}$) of Sec. 31, T16N, R3E.
4. Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 31, T16N, R3E said part described as the North 60.00 feet of the East 50.00 feet of the said SW $\frac{1}{4}$.

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 "WOODLAND SHORES". The attached plat particularly describes, gives and sets forth the lengths, widths and number of each lot 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 May 14, 1992 at Decatur, Illinois


PHILLIP W. COCHRAN
ILLINOIS PROFESSIONAL LAND SURVEYOR # 2458
270 W. PRAIRIE
DECATUR, ILLINOIS 62523
217-422-4300

OWNERS' DECLARATION

BE IT KNOWN that, First of America Trust Company, an Illinois corporation, as Trustee under Trust Agreement dated May 14, 1992 and known as Trust No. 3798, the owner of the premises described in the preceding Surveyor's Certificate, situated in Long Creek Township, Macon County, Illinois, does hereby subdivide said tract of land and designate such subdivision as Woodland Shores (the "Addition") in accordance with the attached Plat thereof (the "Plat") for the purpose of the sale of Lots as described and numbered on said Plat, hereby releasing and waiving all rights therein under and by virtue of the Homestead Exemption Laws of the State of Illinois, and hereby dedicating to public use the streets and walkways as shown on the Plat and dedicating for use for public utilities the easements upon and across all lots as shown on said Plat.

SECTION ONE

The following covenants and restrictions in their entirety shall apply to Lots 3 through 11, both inclusive in the Subdivision subject to amendment as hereinafter provided:

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 (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than four (4) cars. In no event shall a lot be further subdivided.

2. **ARCHITECTURAL CONTROL:** No building or structure (including, but not by way of limitation, residential dwelling,

garage, swimming pool and driveway,) shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structures or improvements have been approved by the Architectural Control Committee as to: quality of workmanship and material; harmony of exterior design with proposed and existing structures; location with respect to adjoining properties; topography; trees and shrubs; finished grade elevations; and compliance with all other applicable covenants and restrictions set forth in this declaration. All driveways shall be constructed of concrete, asphalt or other like type hard surface.

3. **SIZE OF DWELLING:** The ground floor area of the main structure of each dwelling, exclusive of open porches and attached garages, shall be not less than 2100 square feet for a one (1) story dwelling or 1400 square feet for a one and one-half (1 1/2), two (2) or two and one-half (2 1/2) story dwelling.

4. **QUALITY OF IMPROVEMENTS:** Each dwelling and improvement erected or placed on any lot shall be constructed of new material of good quality suitably adapted for use in the construction of such dwelling or improvement.

5. **BUILDING LOCATION:** No building shall be located on any lot nearer the street line than the minimum building setback lines shown on the recorded Plat.

6. **FENCES AND WALLS:** No fence or wall shall be erected, placed or altered on any lot except as is otherwise approved by said Architectural Control Committee. All materials used in

construction and erection of a fence or wall shall be of new materials. If wood is used as fencing material, it shall be immediately painted or stained.

7. EASEMENTS: A perpetual easement is hereby created over, under and across the area marked "Public Utilities Easement" on the Plat as an easement appurtenant to each lot in this Addition 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 easement which may damage or interfere with the installation, operation or maintenance of the utilities.

All utilities serving this Addition shall be installed underground and not otherwise, whether located within said utility easement, on private easements elsewhere on the lots in said Addition, 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.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, provided that, during development and construction, a temporary office shall be permitted.

9. 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 an annoyance or nuisance to the neighborhood. No sale of personal goods, including but not restricted to and publicly advertised as garage sales, yard sales, basement sales, or rummage sales, shall be conducted on a lot in excess of 2 days within a 6 month period.

10. DRILLING AND MINING: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

11. VEHICLE PARKING: No lot owner shall permit a 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, to be parked on any lot or on the public street in the Addition for a continuous period in excess of 96 hours.

12. SIGNS: No signs, advertisements, billboards or other advertising structures of any kind may be erected or maintained on any Lot, except one sign of not more than 5 square feet advertising the property for sale or rent or signs used by a builder or realtor to advertise the property during the construction period.

13. GARBAGE AND REFUSE DISPOSAL: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage and refuse shall be kept in sanitary containers.

14. HOUSEHOLD PETS: 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.

15. 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.

16. 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.

17. DRAINAGE: For the proper drainage of all Lots, the established swale and the existing general grading elevations must be adhered to during construction; all dirt from excavation shall be confined to the Lot except that nothing is to be placed on the Lot including dirt from excavation which will interfere with the natural surface drainage thereof.

18. ANTI-DISCRIMINATION: The owners bind themselves, their successors, grantees and assigns, as a covenant running with the land, to compliance with all state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease, rental, use or occupation of the premises within such platted land or any part thereof, or the improvements thereon.

19. APPLICABLE ORDINANCES: Should any applicable ordinance be more restrictive than any of the restrictions herein, such ordinance shall apply.

20. DURATION OF RESTRICTIONS: These restrictions shall be taken as covenants and shall run with the land and be binding on all parties and all persons claiming under them for a period of ten (10) years from the date this declaration is 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.

21. ENFORCEMENT: Enforcement of these restrictions shall be by proceedings at law or in equity by any interested party against any person or persons violating or attempting to violate any restriction, either to restrain violation or to recover damages. No proceeding at law or in equity for the enforcement of any restriction or restrictions shall be brought after an improvement has been completed.

22. INVALIDATION: Invalidation of any one or more of these restrictions by judgment or court order shall not affect any of the other restrictions which shall remain in full force and effect.

SECTION TWO

The following covenants and restrictions in their entirety shall apply to Lots 1 and 2 in the Subdivision:

1. LAND USE AND BUILDING TYPE: Except as to incorporated restrictions as set forth in paragraph 2 following which incorporated restrictions are more restrictive than the zoning ordinance applying to said lots, said land use and building type shall otherwise be in conformity with the applicable zoning ordinance.

2. INCORPORATED RESTRICTIONS: Restrictions 4, 5, 8, 9, 10, 13, 15, 16, 18, 19, 20, 21 and 22, all of Section One of this Owner's Declaration, are incorporated into Section Two hereof and

by reference made a part hereof.

SECTION THREE

ARCHITECTURAL CONTROL COMMITTEE:

1. The Architectural Control Committee is composed of J. Roger Kilburn, Diana G. Kilburn and Donna J. Cardwell.

2. A majority of the 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 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 to restore to it any or all of its powers and duties.

3. 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 suit 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.

4. No liability of any sort shall extend to the Architectural Control Committee as a result of their approval of

plans.

EXCULPATORY CLAUSE: Anything herein to the contrary notwithstanding, each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described in the preceding Surveyor's Certificate, and this instrument is executed and delivered by said Trustee not in its own rights, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First of America Trust Company on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

~~IN WITNESS WHEREOF, First of America Trust Company, as Trustee~~
~~aforsaid, has caused its corporate seal to be hereunto affixed,~~
~~and has caused its name to be signed to these presents by its Trust~~

X10

~~Instrument is executed and delivered by said Trustee not in its own rights, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First of America Trust Company on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.~~

IN WITNESS WHEREOF, First of America Trust Company, as Trustee aforesaid, has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested to by its ~~Assistant Cashier~~, this 14th day of May, A.D., 1992.

FIRST OF AMERICA TRUST COMPANY,
AS TRUSTEE, AFORESAID

BY:

Shirley E. Ray
Trust Officer



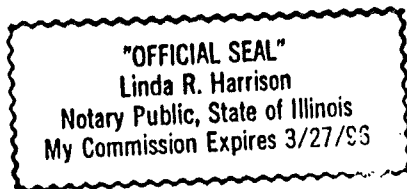
Regina N. Huck

~~Assistant Cashier~~ Trust Officer

STATE OF ILLINOIS)
)
) SS
 COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Shirley E. Day, Trust Officer of the First of America Trust Company and Greg R. Huck, ~~Assistant Cashier~~ ^{Trust Officer} of said First of America Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Trust Officer and ~~Assistant Cashier~~ ^{Trust Officer} respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, and as the free and voluntary act of the said First of America Trust Company, as Trustee under Trust No. 3798, for the uses and purposes therein set forth, and that the said ~~Assistant Cashier~~ ^{Trust Officer} did also then and there acknowledge that he, as custodian of the Corporate Seal of said First of America Trust Company, did affix the said Corporate Seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of the said First of America Trust Company, as such Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14th day of May, A.D. 1992.



Linda R. Harrison
 Notary Public

TAX CERTIFICATE

STATE OF ILLINOIS)
)
COUNTY OF MACON) SS

I, Stephen M. Bean, County Clerk in and for the County and State aforesaid, do hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the tract of land described in the foregoing plat and Surveyor's Certificate with reference to WOODLAND SHORES ADDITION.

16th IN WITNESS WHEREOF, I have set my hand and official seal this day of June, A.D. 1992.

Stephen M. Bean
County Clerk

APPROVAL

STATE OF ILLINOIS)
)
COUNTY OF MACON) SS

I, the undersigned, Township Highway Commissioner of Long Creek Township, hereby approve the public highways shown on the annexed Plat of Woodland Shores Addition for future maintenance.

Dated this 25 day of Aug, 1992.

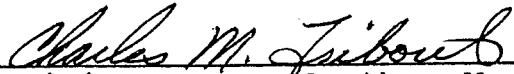
P. Dean Rhonda
Township Highway Commissioner
of Long Creek Township

APPROVAL

STATE OF ILLINOIS)
)
 COUNTY OF MACON) SS

This is to certify that the attached Plat of WOODLAND SHORES ADDITION and accompanying certificates were submitted to the Macon County Health Department and were duly approved.

Dated this 7th day of July, 1992.


 Administrator of the Macon
 County Health Department

APPROVAL

STATE OF ILLINOIS)
)
 COUNTY OF MACON) SS

I, the undersigned, County Superintendent of Highways of the County and State aforesaid, do hereby approve the attached Plat of "WOODLAND SHORES ADDITION" for recording.

Dated this 7th day of July, 1992.

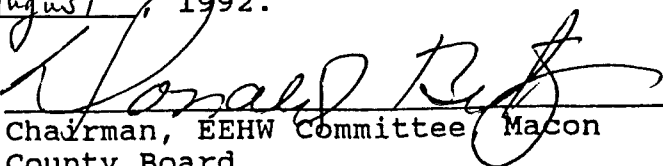

 Superintendent of Highways,
 Macon County, Illinois

APPROVAL

STATE OF ILLINOIS)
)
 COUNTY OF MACON) SS

This is to certify that the attached Plat of "WOODLAND SHORES ADDITION" with the accompanying certificates was submitted to the EEHW Committee of the Macon County Board and was by the Committee duly approved.

Dated this 25th day of August, 1992.


 Chairman, EEHW Committee Macon
 County Board

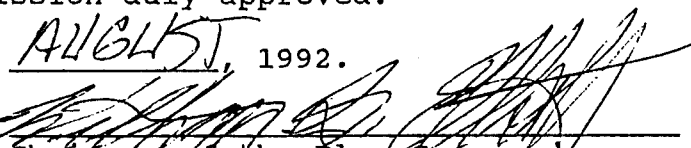
13

APPROVAL

STATE OF ILLINOIS)
)
 COUNTY OF MACON) SS

This is to certify that the foregoing Plat of Woodland Shores Addition was submitted to the Plan Commission of the Village of Mt. Zion and was by the Plan Commission duly approved.

Dated this 17th day of AUGUST, 1992.

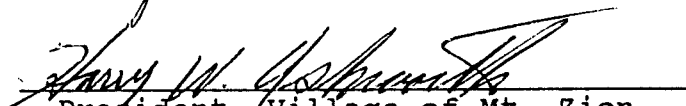

 Chairman of the Plan Commission
 of the Village of Mt. Zion

APPROVAL

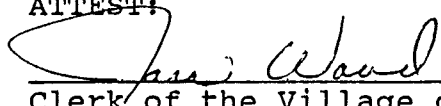
STATE OF ILLINOIS)
)
 COUNTY OF MACON) SS

This is to certify that the foregoing Plat of Woodland Shores Addition was submitted to the Village Board of the Village of Mt. Zion and was by the Board duly approved.

Dated this 4th day of August, 1992.


 President, Village of Mt. Zion

ATTEST:

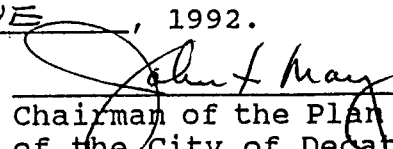

 Clerk of the Village of Mt. Zion

APPROVAL

STATE OF ILLINOIS)
)
 COUNTY OF MACON) SS

This is to certify that the foregoing Plat of Woodland Shores Addition was submitted to the Plan Commission of the City of Decatur and was by the Plan Commission duly approved.

Dated this 4th day of JUNE, 1992.

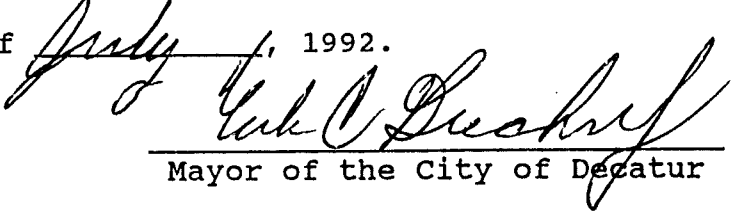

 Chairman of the Plan Commission
 of the City of Decatur

APPROVAL

STATE OF ILLINOIS)
)
COUNTY OF MACON) SS

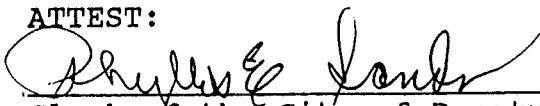
This is to certify that the foregoing Plat of Woodland Shores Addition was submitted to the Council of the City of Decatur, and was by the Council duly approved.

Dated this 16 day of July, 1992.



Mayor of the City of Decatur

ATTEST:



Clerk of the City of Decatur

1\kilburn1.dec

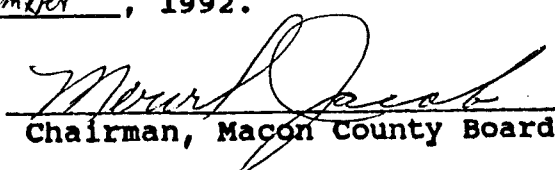
APPROVAL

STATE OF ILLINOIS)
)
COUNTY OF MACON)

SS

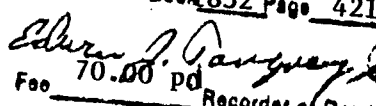
This is to certify that the foregoing Plat of Woodland Shores Addition was submitted to the Macon County Board of Macon County, Illinois, and was by the Board duly approved.

Dated this 8th day of September, 1992.


Chairman, Macon County Board

State of Illinois I Hereby
Macon County SS Certify
That This Instrument Was Filed For
Record At 2:15 PM
On _____ And _____

SEP - 9 1992

Recorded in Book 1832 Page 421

Fee 70.00 pd
Recorder of Deeds