

1703274

APR - 3 2006

Rental Housing Support
Program Fund surcharge: \$10.00

BK 1832
Pg 925
Macon Co. Recorder

STATE OF ILLINOIS
MACON COUNTY SS
RECORDED AT

2006 APR - 3 A 10: 58

FEE 95.00 ch

I HEREBY CERTIFY THAT
THIS INSTRUMENT WAS
FILED

Mary A. Eaton
RECORDER

SURVEYOR'S REPORT

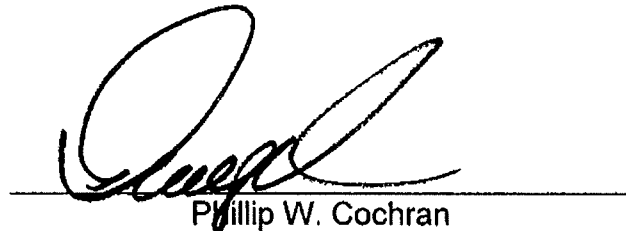
I, PHILLIP W. COCHRAN, Illinois Professional Land Surveyor, Certificate Number 2458, residing in Macon County, Illinois do hereby report that at the request of Horve Developers, L.L.C., owner of the property hereinafter described, same being situated in the Village of Forsyth, County of Macon and State of Illinois, I have made a true and accurate survey of the following:

A subdivision in part of the North Half (N ½) of the Northeast Quarter (NE ¼) of Section Sixteen (16), Township Seventeen (17) North, Range Two East of the Third Principal Meridian, Macon County, Illinois, further described as:

Commencing at the Southeast Corner of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 16, Township 17 North, Range 2 East of the 3rd Principal Meridian; thence S 89°19'34" W (Assumed Bearing) 645.03 feet along the line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of said Section 16 to the point of beginning; thence S 89°19'34" W along the said South line of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 16, 674.39 feet to a point, said point being the Southwest Corner of the said Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 16, thence S 88°47'09" W along the South Line of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of said Section 16, 1310.60 feet to a point, said point being the Southwest Corner of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of said Section 16; thence N 00°12'47" E along the West line of the Northeast Quarter (NE ¼) of said Section 16, 1315.15 feet to a point on the South Right of Way Line of County Highway 20; thence N 89°24'58" E along the South Right of Way Line of said County Highway 20, 2616.73 feet to a point, said point being the intersection of the South Right of Way Line of said County Highway 20 and the East Line of the Northeast Quarter (NE ¼) of said Section 16; thence S 00°21'35" E along the said East Line of the Northeast Quarter (NE ¼) of Section 16, 675.98 feet; thence N 81°40'16" W, 376.94 feet; thence S 44°11'44" W, 396.77 feet; thence S 01°12'51" E, 400.37 feet to the point of beginning containing 69.50 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 "GRAYHAWK 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.

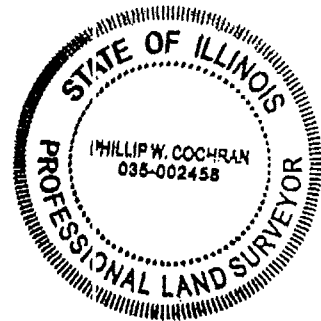
Dated January 31, 2006 at Decatur, Illinois.

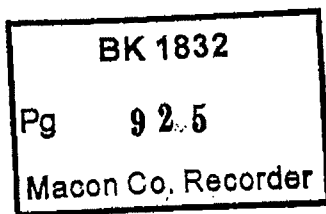


Phillip W. Cochran
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2458
5130 Hickory Point Frontage Road
Suite 2
Decatur, IL 62526
217-875-3333
Expires 11-30-2006

BK 1832
Pg 92.5
Macon Co. Recorder

Grayhawk Addition
PWC Project # 523





GRAYHAWK ADDITION

OWNER'S DECLARATION

BE IT KNOWN THAT Horve Developers, L.L.C., being the owner of the premises described in the preceding Surveyor's Certificate, situated in the Village of Forsyth, County of Macon, and State of Illinois, does hereby subdivide said tract of land and does hereby make the attached plat of said subdivision for the purpose of the sale of fifty seven (57) lots therein by number as designated on said plat, and does hereby designate the subdivision as "GRAYHAWK ADDITION", and the same shall be so known hereafter; and does hereby dedicate to the public to be used as public highways or streets and also sewers, watermains, drainage facilities and public utility purposes, that portion of the above described premises shown on the plat as street or boulevards; and does 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 (except lot 57) in the subdivision:

BK 1832

Pg 92.5

Macon Co. Recorder

PART A

RESIDENTIAL AREA COVENANTS

1. LAND USE AND BUILDING TYPE:

A. 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, a private garage for not more than four cars, and a utility shed with a maximum size of 10' x 12', in the rear yard. Additional cars can be stored end to end within the garage if the garage is constructed deep enough, thus allowing the four car limit to be exceeded. All construction shall conform to the Village of Forsyth Subdivision Ordinances and applicable building codes, including the construction of five foot wide sidewalks across the front of each lot which shall be the responsibility of the lot owner to construct prior to the occupancy of any residence or within two years from the date the final plat is approved by the Village, whichever shall occur first. The developer is responsible for the sidewalk construction across the front of any lot or lots which are not sold by the two-year date as detailed herein.

B. Notwithstanding anything contained in Paragraph 1.A. above, or elsewhere in this Declaration, Lot Fifty Seven (57) may be used for other than residential purposes and more specifically, a pole barn style or metal utility type storage structure not to exceed 20,000 square feet may be constructed on a portion of Lot Fifty Seven (57).

BK 1832

Pg 925

Macon Co. Recorder

Notwithstanding anything contained to the contrary in Paragraph 1.A. above, the sidewalks across the front of Lots 1, 2, 3, 4, 5, and 6 shall be eight feet wide instead of 5 feet wide.

2. ARCHITECTURAL CONTROL:

No building 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 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. Approval shall be as provided in part "B" hereof.

The Architectural Control Committee shall be: Jeff Horve and two (2) individuals to be named by him later.

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

3. DWELLING QUALITY AND SIZE:

The living area of the main structure, exclusive of open porches and attached garages and finished basements, shall not be less than 2,200 square feet for a dwelling of at least two-stories and all other dwellings shall have a minimum of 1,800 square feet. All construction shall be of new materials and of quality workmanship. Lot owner shall plant at least two (2) trees

on the lot (at least three (3) trees on corner lots) within the area designated as "building setback" on the plat, as part of the landscaping plan for each home built.

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. It shall be the responsibility of the lot owner to insure that manhole covers and domestic service boxes shall be at grade level and shall not be covered by sod or other landscaping so as to be inaccessible to the Village of Forsyth or the Sanitary District. Any cost incurred by the Village or Sanitary District in uncovering such facilities shall be the expense of the lot owner.

BK 1832

Pg 925

Macon Co. Recorder

Drainage easements must remain open and graded to drain and that the Village has the right to remove any obstacles that may impede free flow of drainage.

Areas designated as Storm Retention Easement are the maintenance responsibility of the property owners on whose lots the easements are designated. Neither the grade nor function of these areas can be modified or changed without the written approval of the Village.

On those lots backing up to the pond the property owners will be responsible to maintain the maintenance costs including pest control, algae control, shore line maintenance and sediment removal.

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.

4. A The maximum foundation elevation cannot be greater than shown on the drainage plan. (Cannot exceed 42" above the curb.)

4. B Each individual lot must be graded so drainage conforms to the approved drainage plan.

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. Buildings cannot block drainage from adjacent properties. Side yard set backs are 8 feet for two story homes and 7 feet for single or ranch style homes. No residence shall be built less than 35 feet from the rear yard property line. If homes are already built on adjacent lots, an attempt to line up the front of the newly planned residence should line up with those homes already in place.

6. NUISANCES:

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become annoyances or nuisance to the neighborhood.

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. No trailers, campers, motor homes or boats shall be permanently parked in the driveways of any residence for periods in excess of one week nor otherwise permanently stored on the premises unless contained in garages or other approved structures.

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 or 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.

10. 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. Any and all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. 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.

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 a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee.

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 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.

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.

3. SEVERABILITY:

Invalidation of any of these covenants by judgment or Court Order, municipal, state or federal law, shall in no way affect any of the other provisions which shall remain in full force and effect.

4. EXCULPATORY CLAUSE:

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreement of said owner are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the owner or for the purpose or with the intention of binding said owner personally but are made and intended for the purpose of binding only that portion of the property specifically described herein, and this instrument is executed and delivered by said owner not in its own right, but solely in the exercise or the powers conferred upon it as such owner; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Horve Developers, LLC on account of this instrument or on account of any of any representation, covenant, undertaking or agreement of the said owner in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, I have hereunto set my hand this 31st day of January
2006.

Horve Developers, L.L.C.

By: [Signature]
Steve R. Horve, Managing Member

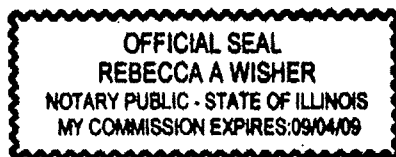
By: [Signature]
Jeffrey G. Horve, Member

By: [Signature]
Steve K. Horve, Member

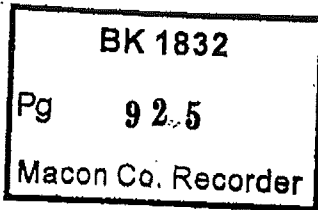
STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify, that Steve R. Horve, member, 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, and as directed by Horve Developers, LLC, 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 31st day of January, 2006.



[Signature]
Notary Public

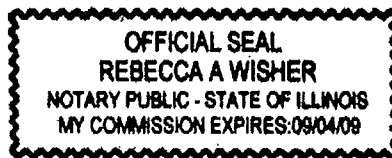


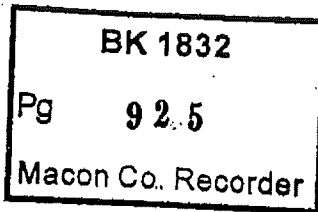
STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify, that Jeffrey G. Horve, member, 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, and as directed by Horve Developers, LLC, 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 31st day of January, 2006.

Rebecca A. Wisher
Notary Public



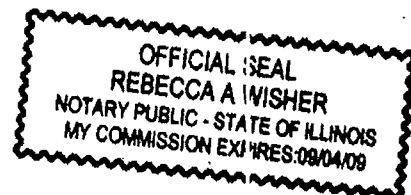


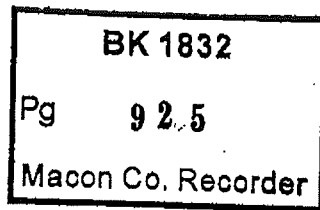
STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify, that Steve K. Horve, member, 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, and as directed by Horve Developers, LLC, 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 31st day of January, 2006.

Rebecca A. Wisner
Notary Public





PWC Project 523

TAX CERTIFICATE

State of Illinois)
)ss
County of Macon)

I, STEPHEN M. BEAN, County Clerk in and for the County and State aforesaid, do hereby certify that I find no redeemable tax, tax sales or unpaid forfeited taxes against any of the real estate described in the foregoing Plat of Grayhawk Addition.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 1st day of February, 2006.

Stephen M Bean
County Clerk

BK 1832

Pg 925

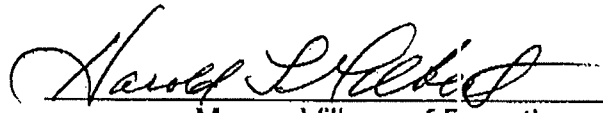
Macon Co. Recorder

APPROVAL

STATE OF ILLINOIS)
)ss
COUNTY OF MACON)

This is to certify that the attached plat of GRAYHAWK ADDITION and accompanying certificates were submitted to the Village Board of the Village of Forsyth and was by the Board duly approved.

Dated this 6 day of March, 2006.



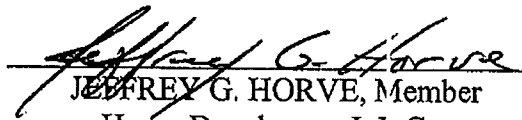
Mayor, Village of Forsyth

PWC Project# 523

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

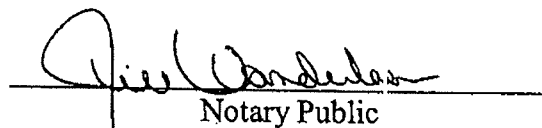
This is to Certify that, HORVE DEVELOPERS, L.L.C., as owner of the property herein described in the SURVEYOR'S CERTIFICATE, which will be known as Grayhawk Addition, to the best of my knowledge, is located within the boundaries of Maroa-Forsyth Community Unit School District #2 in Macon County, Illinois.


JEFFREY G. HORVE, Member
Horve Developers, L.L.C.

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, Jill Vanderlaan, a Notary Public in and for the County and State aforesaid, do hereby certify that Jeffrey G. Horve, member, 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, and as directed by Horve Developers, L.L.C., 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 31st day, of January, 2006.


Notary Public

PWC Project #0523
Grayhawk Addition

