

Note: This document is an unofficial and unsigned representation of the Forsyth Park Place Owners' Declaration with modifications printed in bold Italics resulting from the adoption of amendments through June, 2019. Please refer to the original Owners' Declaration and five subsequent amendments recorded at the office of the Macon County Recorder of Deeds.

OWNERS' DECLARATION

BE IT KNOWN THAT HORVE DEVELOPERS LLC ("Developer") being the owner of the premises described in the preceding Surveyor's Certificate, situated in the 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 the several lots therein by number as designated on said plat, and does hereby designate the subdivision as "PARK PLACE", and the same shall be so known hereafter. It dedicates to the public to be used as public highways or streets and also sewers, water mains, drainage facilities and public utility purposes, that portion of the above described premises shown on the Plat as streets or boulevards; and does hereby dedicate for sewers, water mains, drainage facilities and public utility purposes the various easement 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.

Membership in the Park Place Homeowners' Association is required. Payment of monthly fees is required.

Floor plan and elevation requirements set forth below are subject to change without notice, but shall remain within the required set back restrictions for each lot.

PART A
RESIDENTIAL AREA COVENANTS

1. LAND USE AND BUILDING TYPE:

No lot shall be used except for residential purposes; with the exception of Lots 41 and 42, which shall be dedicated for common use as more fully set forth in this Owners' Declaration. No building shall be erected, altered, placed, or permitted to remain on any lot other than a single family dwelling, duplex, or quadplex, a particular type of building to be constructed only on lots as designated for that particular type of building as shown on the attached site plan. Each individual dwelling whether a single family, part of a duplex or part of a quadplex shall be herein after referred to as a unit, or in the aggregate as units except for any such dwelling by Developer. No unit shall exceed one story in height and a private garage for not more than *three cars where land is sufficient to do so*. No detached utility sheds will be allowed. All construction shall conform to the Village of Forsyth Subdivision Ordinances and applicable building codes, including the construction of five foot sidewalks across the front of each lot. Such construction shall be the responsibility of the developer and shall be constructed prior to occupancy of any residence. Developer is responsible for the sidewalk construction across the front of any lot or lots which are not sold within two years from the date the final plat is approved by the Village.

The Board of Directors shall have the power to sell to Cheryl Heitz the following land adjacent to her property at 410 Park Place Court, legally described as

A part of Lot 42 of Park Place as per Plat recorded in Book 1832, Page 876 of the records in the Recorder's Office, Macon County, Illinois said part described as follows:

Beginning at a point on the South line of said Lot 42, said point being the Southeast corner of Lot 35 of said Park Place; thence N45 degrees 16'59"W (Assumed Bearing) along the said South line of Lot 42, 101.62 feet to a point, said point being the Northern most Lot corner of said Lot 35; thence N50 degrees 55'23"E, 20.12 feet; thence S45 degrees 16'59"E, 114.02 feet; thence S80 degrees 48'40"W, 24.75 feet to the point of beginning containing 0.05 ac. (2156 sq. ft.) more or less.

And that this Plat accurately reflects the results of said survey.

after Menards relinquishes their option to buy back the above property.

2. ARCHITECTURAL CONTROL:

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 in writing by the Architectural Control Committee as to quality of workmanship and material, harmony or 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, place or altered unless similarly approved. ***Any additions or alterations to landscaped areas which could potentially affect the mowing and trimming of grassed areas, sprinkler system patterns, or the line of sight from neighboring properties must be similarly approved.*** Approval shall be as provided in part "B" hereof. No excavated material suitable for use shall be removed from this Addition without the consent of the Architectural Control Committee.

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

3. DWELLING SIZE, QUALITY AND CONSTRUCTION REQUIREMENTS:

The dwellings shall be constructed by Developer unless Developer agrees otherwise.

The living floor area of a unit, exclusive of the open porches and attached garages, shall not be less than 1,200 square feet for a unit.

All construction shall be of new materials and of quality workmanship. The developer shall plant at least two trees on the lot within the area designated as "building setback" on the plat as part of the landscaping plan for each lot.

No lot shall be re-subdivided nor shall a fractional part of any lot be sold except as approved by the Architectural Control Committee and unless in conformance with Macon County regulations. However, notwithstanding the foregoing, developer shall be entitled to resurvey any lot designated for use for a duplex or quadplex as may be necessary to determine the legal description for the unit and the real estate to be conveyed to a unit owner. Developer will convey to each unit owner the unit and the lot on which it is situated, if a single unit lot, or, in the case of a duplex or quadplex, the unit and a reasonably proportionate part of the lot. All construction must be diligently pursued to completion within a reasonable period.

4. RESTRICTIONS ON OWNERSHIP, ALIENATION AND OCCUPANCY OF UNITS:

a. Ownership Restriction. Park Place is a community for senior citizens. Ownership of a Unit is not restricted as to age of Unit Owner for ownership entity. Occupancy Restriction as set forth this Paragraph of the Owners' Declaration apply to all Units, regardless of ownership.

b. Alienation Restriction. ***The sale of a unit is not restricted. In order to insure that residents of Forsyth Park Place Addition have an interest in***

maintaining a high quality living environment, each unit shall be occupied as a private dwelling. The leasing of units is not permitted.

c. Occupancy Restrictions. *A Unit may be permanently occupied by a married couple, if one of the occupants is a least fifty (50) years old and the Unit Owner, or the Unit is owned by an immediate family member of the occupants. If the Unit is initially occupied by a married couple of which one spouse is over fifty (50) years old and the other spouse is under fifty (50) years old and the spouse who is over fifty (50) years old dies, the spouse who is under fifty (50) years old can continue to occupy the Unit unless and until said spouse marries or cohabits with another individual who is less than (50) years old. Widows or widowers of deceased Unit Owners may continue to occupy a Unit regardless of ownership. A Unit may be permanently occupied by an individual or individuals who are each at least fifty (50) years old and meet at least one of these criteria: Unit Owner, non-Owner whose occupancy of the Unit is at least 75% concurrent with the occupancy of the Owner, or an immediate family member of the Unit Owner. Children of permanent Owner/occupants who are nineteen (19) years old or older may also permanently occupy a Unit. Children under nineteen (19) years of age and other guests of Unit Owners can visit Unit Owners and occupy a Unit for not more than ninety (90) days in the aggregate during any running twelve (12) month period. In the event that the ownership of a Unit is held by a trust, the primary beneficiary or beneficiaries of the trust shall be considered the Owner(s) of the Unit for the purposes of this Paragraph of the Owners' Declaration.*

5. STREETLIGHTS:

Developer shall, at its expense, install streetlights as it determines, in its sole discretion, to be appropriate. The streetlight model and style and its location on the property shall be specified by the Architectural Control Committee.

6. EASEMENTS:

(A) UTILITY EASEMENTS: 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 utility 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 services, 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 ensure 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 facility shall be the expense of the lot owner.

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.

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

Areas designed as Storm Retention Easement are the maintenance responsibility of the unit owners through the Park Place Homeowners' Association pro rata with the Menard, Inc., as more fully set forth in this Owners' Declaration. Neither the grade nor function of these areas can be modified or changed without the written approval of the Village.

The Park Place Homeowners' Association will be responsible for the maintenance costs, including pest control, algae control, shore line maintenance, and sediment removal associated with the retention pond, to the extent such maintenance is not the responsibility of Menard, Inc. The pond will be accessible by a hard surface walking path to be constructed by the developer for recreational use by the unit owners of Park Place and their guests.

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 to the utility to connect the same to underground service when, because of the location thereof or other reasons, such easement is requested by the utility providing such service.

The maximum foundation elevation cannot be greater than shown on the drainage plan. The finish floor of the garage cannot exceed 20 inches above the curb.

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

7. BUILDING SETBACK:

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.

8. ANTENNAS:

No outside television or radio aerial, antenna or satellite dish or other aerial or antenna, for reception or transmission, shall be maintained on any lot or the exterior of any residence without the prior written consent of the Architectural Control Committee.

9. 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 or not more than five square feet advertising the property for sale or rent, or signs used by developer to advertise the property during a reasonable construction and sales period. An appropriate subdivision sign at the entrance to the Addition shall be permitted.

10. PARKING AND STORAGE OF VEHICLES:

No lot owner shall permit any commercial vehicle (other than a passenger car), boat or other watercraft, motor home, mobile home, snowmobile, trailers, campers or other recreation vehicles to be parked on any lot, or in any driveway in the subdivision for a continuous period in excess of seventy-two (72) hours. No owner shall repair or restore any vehicle of any kind upon any lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No lot owner shall permit any *passenger car*, commercial vehicle, boat or other watercraft, motor home, mobile home, snowmobile, trailers, campers or other recreational vehicles to be parked on any street in the subdivision for a continuous period in excess of seventy-two (72) hours.

11. PETS, LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes and provided that they be kept inside the owning lot owner's dwelling. No areas shall be fenced off as "dog pen" areas.

A Unit owner may have not more than two dogs and one cat, or one dog and two cats, with no more than three total pets and not more than two of the same species.

12. NUISANCES:

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

13. TEMPORARY STRUCTURES AND UNATTACHED OUTBUILDINGS:

No structure of a temporary character, trailer, basement, tent, shack, garage or other building shall be used on any lot at any time as a residence, either temporarily or permanently. No unattached outbuilding shall be constructed in the Addition without the prior written consent of the Architectural Control Committee.

14. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste nor shall same be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. SURFACE WATER:

No down spout or surface water drain from any residence or garage shall be connected or drained into the sanitary sewer.

16. STORM WATER RETENTION POND – LOT 42:

Lot 42 shall be the property of the Park Place Homeowners' Association, subsequent to the terms and conditions of the Storm Water Easement Agreement described below, when it is formed as provided for in the Owners' Declaration. Lot 42 is designated on the plat as existing storm retention area and shall be considered a Common Area and shall be maintained for the use and the enjoyment of all unit owners and their guests. Lot 42 shall be owned by the developer until the creation of Park Place Homeowners' Association, at which time it shall be conveyed to said association. Expenses incurred in improving, maintaining, or repairing Lot 42 (existing storm retention area), to the extent required by the Storm Water Easement Agreement between develop and Menard, Inc., and such other expenses as be reasonably necessary to maintain Lot 42 shall be paid by developer until the property is conveyed to the Park Place Homeowners' Association, at which time the association shall become responsible for all expenses.

Developer shall landscape Lot 42 as it deems appropriate and construct for the benefit of the unit owners and their guests, a gazebo and bench, at developers expense. Maintenance of these items shall be at the expense and responsibility of developer until the creation of Park Place Homeowners' Association, at which time said expenses shall become the responsibility of the association.

Swimming is not permitted in the pond. The pond may not be used for boating of any nature, including without limitation, paddle boats, rowboats, canoes, sailboats, other non-motorized watercraft, motorboats, jet skis, or other motorized watercraft of any kind are permitted on the pond.

Lot 42 is subject to the terms and conditions of a certain Storm Water Easement Agreement dated on or about October 15, 2004, and recorded on October 22, 2004 in Book 3544 at Page 691 as Document Number 1670057 of the Records in the Recorder's Office of Macon County, Illinois. Said Storm Water Easement Agreement provides, among other things, that Menard, Inc. or its successor, shall operate, maintain, and repair the retention pond and be entitled to pro rata reimbursement for the same from the owner of Lot 42 pursuant to a formula set forth therein. Additionally, the Storm Water Easement Agreement grants Menard, Inc., or its successor, an option to purchase the retention pond upon sixty (60) days prior written notice and requires notice to Menard, Inc., or its successor, in the event Lot 42 is conveyed to a party other than developer.

17. OPEN SPACE LOT 41:

Lot 41 is designated as "Open Space" on the Plat and shall be maintained for the use and enjoyment of all unit owners and their guests. It shall be considered a Common Area and shall be owned by the Developer until the creation of Park Place Homeowners' Association, at which time it shall be conveyed to said Association. Expenses incurred in improving, maintaining, or repairing Lot 41 (Open Space) shall be paid by the Developer until the property is conveyed to the Park Place Homeowners' Association, at which time the Association shall become responsible for all expenses.

18. MISCELLANEOUS:

- a. An owner of a vacant building site shall cut weeds and maintain the same in a clean, sanitary and proper condition.
- b. As part of completion of construction of each residential dwelling on a lot in the subdivision, the Developer shall be responsible for the landscaping thereof. The landscaping shall be of a professional quality and shall be done in such a manner to maintain harmony with the existing topography, trees, and shrubs.
- c. Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frame, etc., shall be stored out of sight when not in use.
- d. No above ground swimming pools will be allowed on any lot within the subdivision unless approved by the Architectural Control Committee.
- e. No vegetable gardens will be allowed on any lot in the subdivision.*

PART B
ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP:

The Architectural Control Committee shall consist of three lot owners appointed by the Board of Directors. Members of the Committee can resign at any time by giving notice to *the Board*. In the event of the death or resignation of any member of the Committee, *the Board* shall have full authority to designate a successor. The Architectural Control Committee may designate a representative to act on its behalf. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The record owners of a majority of the units 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. The Architectural Control Committee shall be responsible for enforcement of the covenants and terms contained in this Owners' Declaration.

2. FAILURE TO ACT:

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.

3. PROCEDURE AND NOTICE

Following the tentative approval or disapproval of any submitted plan as set forth in Part A, Paragraph 2 hereof, the Architectural Control Committee shall notify all unit owners of the preliminary decision. The written notification, delivered personally, by United States mail, or by electronic mail, shall contain a short summary of the plan. Following a period of at least one week to receive comments from unit owners regarding the preliminary decision, the Committee shall make final approval or disapproval of the plan.

PART C
PARK PLACE HOMEOWNERS' ASSOCIATION

1. CREATION OF ASSOCIATION:

At the earlier of the date on which there are twenty-eight Unit Owners, exclusive of Developer, in Park Place *and Park Place 2nd Addition together* or the date three years from the date of the recording of this Owners' Declaration *for Park Place 2nd Addition*, the Developer will cause to be formed an Illinois not-for-profit corporation to be known as Park Place Homeowners' Association.

2. MEMBERSHIP IN ASSOCIATION:

All unit owners in Park Place shall be members of Park Place Homeowners' Association and Unit Owners and their tenants, guests or any other person residing in the unit shall be bound by the rules and regulations of said Association for so long as unit ownership is retained.

3. AUTHORITY AND RESPONSIBILITIES OF DEVELOPER AND PARK PLACE HOMEOWNERS' ASSOCIATION:

From the time of creation of the Association, the Association will be responsible for and have the authority to manage, control, improve, maintain, and repair all Common Area, including, without limitation, the retention pond and the remaining portion of Lot 42 as shown on the attached plat and the Open Space shown on the plat as Lot 41. In addition, the Association, at its discretion, shall be permitted to landscape and maintain the right of way along Forsyth Parkway that abuts Park Place.

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 Area and the right of way, as set forth in the preceding paragraph.

Further, the Association shall provide for all units as reasonably necessary, snow removal from driveways down to the street, and 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 the Owners' Declaration and assessing and collecting assessments from Unit Owners for the services to be provided and for 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 Unit Owner an assessment not to exceed \$120.00 per month.

Said assessment shall begin on the first day of the first month after a Certificate of Occupancy is issued to a Unit Owner. 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 Owners' Declaration and for real estate taxes, insurance premiums and any other necessary expenses relating to or connected with Park Place. 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 the 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 Park Place Homeowners' Association when it has sufficient funds.

The Developer shall maintain records of all income and expenses which it occurs in managing, controlling, improving, maintaining, in repairing the Common Areas, and those amount that it expends for real estate taxes and services it is obligated to provide pursuant to this Owners' Declaration and shall turn those records and any balance in the account over to duly elected directors of Park Place Homeowners' Association when created. Park Place Homeowners' Association, when created, shall have the authority to increase or decrease the monthly assessment as it deems appropriate.

If any Unit 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 the Macon County, Illinois Recorder of Deeds.

4. RESPONSIBILITIES OF UNIT OWNERS:

Unit owners shall be responsible for all maintenance, repairs, improvements, and expenses associated with their unit and real estate not specifically designated to be provided by Park Place Homeowners' Association, including, without limitation, the following:

- a. Homeowners insurance for the unit, including any endorsements the unit owner may deem prudent.
- b. Any and all utilities associated with the unit or the real estate owned by the unit owner.
- c. Real estate taxes which will be separately taxed to each Unit Owner.
- d. All maintenance and repairs to the interior and exterior of the unit, or improvements on the real estate owned by the Unit Owner including, without limitation, the siding, the roof, the foundation, the driveway, the walkways, and sidewalks of the unit.

5. 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 Unit Owners of the date, time and place of the first meeting of the Park Place Homeowners' Association. At said first meeting each unit owner in the subdivision shall be entitled to one vote on all matters to be voted on by the Association. The Developer shall not be entitled to vote and 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 said 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.

6. DIRECTORS INITIAL RESPONSIBILITY:

The directors elected at the first meeting of the Park Place Homeowners' Association 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 Unit Owner at least one week prior to a meeting of all Unit 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 unit owner, and will be accepted or rejected by a majority vote of the Unit Owners present or voting by proxy. After all discussion and presentation of amendments, if any, the By-Laws shall be presented to the Unit Owners for approval. Approval must be by a vote of two-thirds of the Unit 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 D
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 terminated in the manner provided for in this Declaration.

2. MODIFICATION OR TERMINATION:

The covenants and terms of this Declaration may only be modified or terminated by written instrument signed by the owners of seventy-five percent (75%) of all of the Units in the subdivision. Said modification or termination shall be effective when recorded by the Recorder of Deeds of Macon County, Illinois. Seventy-five percent (75%) of all Unit Owners shall be determined by counting one vote for the owner or the representative of the owner of each Unit.

3. 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.

4. 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.

