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PEORIA COUNTY  
STATE OF ILLINOIS

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*W. J. Jorgenson*  
REC'D 11-11-08

**DECLARATION OF  
RESTRICTIONS**

PEORIA COUNTY

This Document  
Prepared by & Return to:  
BENCKENDORF &  
BENCKENDORF, P.C.  
100 N. Main Street  
Morton, IL 61550

**DECLARATION OF RESTRICTIONS  
FOR  
COPPER CREEK SUBDIVISION**

**THIS DECLARATION OF RESTRICTIONS** is made this 21<sup>st</sup> day of April, 2008, by **FIELDS CROSSING JORGENSEN, LLC, an Illinois limited liability company**, hereinafter referred to as "Developer", for certain property, hereinafter referred to as the "Subdivision", which is legally described as follows:

Lot 1 and part of Lot 2 of Chinuge Fields, a subdivision of part of the NE ¼ of Section 25, Township 10 North, Range 7 East of the Fourth Principal Meridian, Peoria, County, Illinois, and a part of the NE ¼ of said Section 25, all being more particularly described as follows:

Commencing at the Southeast corner of the NE ¼ of said Section 25, said point being the Point of Beginning of the tract to be described; thence North 89°20'36" West, along the South line of the NE ¼ of said Section 25, a distance of 1,099.15 feet; thence North 0°39'24" East, a distance of 33.00 feet to the Southeast corner of Hunters Trail Estates, a Subdivision of part of the NE ¼ of said Section 25; thence N 12°44'21" West, along the East line of said Hunters Trail Estates, a distance of 105.23 feet to a point on the South Right of Way line of Wilhelm Road; thence North 67°04'23" East, along the South Right of Way line of Wilhelm Road, a distance of 487.97 feet; thence in a Northeasterly direction, along the South Right of Way of Wilhelm Road, on a curve to the right having a radius of 640.00 feet, for an arc distance of 255.27 feet; thence North 89°55'33" East, along the South Right of Way line of Wilhelm Road, a distance of 424.93 feet to a point on the East line of the NE ¼ of said Section 25; thence South 0°08'13" West, along the East line of the NE ¼ of said Section 25, a distance of

Date: **MAY 09 2008**

Peoria County Recorder  
Rental Housing Support  
Program Fund Surcharge: \$10.00

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389.44 feet to the Point of Beginning, containing 8.215 acres, more or less, situate, lying and being in the County of Peoria, and State of Illinois.

AND ALSO:

Commencing at the Southeast corner of the NE ¼ of said Section 25; thence North 89°20'36" West, along the South line of the NE ¼ of said Section 25, a distance of 1099.15 feet; thence North 0°39'24" East, a distance of 33.00 feet to the Southeast corner of Hunter's Trail Estates, a subdivision of part of the NE ¼ of said Section 25; thence North 12°44'21" West, along the East line of said Hunter's Trail Estates, a distance of 186.51 feet to a point on the North Right of Way line of Wilhelm Road, said point being the Point of Beginning of the tract to be described; thence continuing N 12°44'21" West, along the East line of said Hunter's Trail Estates, a distance of 164.39 feet; thence North 3°00'25" West, along the East line of said Hunter's Trail Estates, a distance of 193.68 feet; thence North 24°24'21" East, along the East line of said Hunter's Trail Estates, a distance of 158.68 feet; thence North 65°56'50" East, along the East line of said Hunters Trail Estates, a distance of 113.91 feet; thence North 41°02'33" East, along the East line of said Hunter's Trail Estates, a distance of 238.49 feet; thence North 14°59'21" West, along the East line of said Hunter's Trail Estates, a distance of 133.76 feet; thence North 52°41'28" East, a distance of 173.92 feet; thence North 37°18'32" West, a distance of 15.20 feet; thence North 52°41'28" East, a distance of 181.88 feet; thence South 89°51'47" East, a distance of 94.49 feet; thence South 3°48'48" East, a distance of 176.30 feet; thence in a Southwesterly direction on a curve to the left having a radius of 372.50 feet for an arc distance of 24.59 feet; thence South 7°35'44" East, a distance of 118.33 feet; thence South 34°13'00" East, a distance of 37.99 feet; thence South 24°27'20" West, a distance of 174.58 feet; thence South 18°08'27" West, a distance of 74.81 feet; thence South 86°48'19" West, a distance of 52.20 feet; thence South 1°05'35" West, a distance of 118.91 feet; thence South 4°55'41" East, a distance of 55.00 feet; thence South 85°04'19" West, a distance of 5.23 feet; thence in a Northwesterly direction, on a curve to the right having a radius of 227.50 feet, for an arc distance of 21.10 feet; thence South 0°08'13" West, a distance of 150.07 feet to the point on the North Right of Way line of Wilhelm Road, thence in a Southwesterly direction, along the North Right of Way line of Wilhelm Road, on a curve to the left having a radius of 720.00 feet, for an arc distance of 31.92 feet; thence South 67°04'23" West, a distance of 473.59 feet to the Point of Beginning, containing 8.991 acres, more or less, situate, lying and being in the County of Peoria, and State of Illinois, all as shown on the Final Plat for Copper Creek Subdivision recorded on February 26, 2008 in Plat Book "W", page 84, as Document No. 08-05412 in the Peoria County Recorder's Office. Said Plat includes Lots 1 - 29 in Copper Creek Subdivision.

P.I.N.: 08-25-200-008, 08-25-200-011 and 08-25-200-012  
(See lot and parcel identification numbers on Exhibit A attached hereto.)

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## I. RESTRICTIONS

1. **APPLICATION OF RESTRICTIONS.** All persons, corporations, trusts or other entities that now hold or shall hereafter acquire any interest in any part of the Subdivision shall be taken to agree to comply with the covenants, conditions, restrictions and stipulations contained herein as to the use of the Subdivision and the construction of residences and improvements therein, as hereinafter set forth.

2. **PROPERTY USE.** The Subdivision and all lots therein shall be used only for single-family residences. No portion of the Subdivision, improved or unimproved, shall be used for any commercial, manufacturing, professional, religious, fraternal or other business purposes.

3. **CONSTRUCTION REQUIREMENTS.** The construction of residences on lots in the Subdivision shall be governed by the following specifications:

a. **Setback Lines.** The exterior walls of any building, garage, enclosed porch, swimming pool or other outbuilding shall not be erected or maintained closer to the front lot line than the setback lines shown on the plat of the Subdivision. Such structures shall also not be erected or maintained at any given point closer to the side yards than five (5) feet.

b. **Footage Requirements.** As to residences of one level, the first floor living area shall have a total living area, exclusive of garage and basements, of not less than 1,850 square feet. Residences of more than one level shall have a total living area of not less than 2,300 square feet, exclusive of garage and basement. No residence shall exceed two and one-half (2-1/2) stories in height.

c. **Permitted Exteriors.** No wallboard, aluminum siding, sheet metal, tarpaper, or roofing paper shall be used for any exterior wall covering or roofs. The entire front elevation of all residences shall be constructed with full masonry brick, stone or some other masonry product approved by Developer. The construction requirement of brick, stone or masonry product shall not apply to the area comprised of the garage door, entrance doors, windows, and any cantilevered overhang which will not structurally support the use of full masonry brick, stone or other approved masonry product, as determined in Developer's sole discretion. The specific area which is comprised of a cantilevered overhang, as determined or approved by Developer, may utilize real stucco, HardiPlank vinyl simulated shakes, or other masonry products approved in Developer's sole discretion. Stone, full masonry brick, wood, vinyl and other stucco style materials shall be permitted exteriors for the rear and sides of the residence, provided such materials are suitable quality, grade and coloration so as to conform and harmonize with other improvements in the Subdivision. Aluminum may be used for gutters, downspouts, soffit and fascia boards.

d. **Garages.** Each residence constructed on a lot in the Subdivision shall contain an attached, enclosed garage adequate to store, at a minimum, three (3) standard-

sized vehicles. Any such garage shall be in conformity with the attached residence as to exterior, architecture and location. Developer may, at his discretion and with plan approval, allow a two (2) car garage on Lots 21-29.

e. **Roof Pitches.** All roofs shall have at least a 7/12 pitch.

f. **Sewage Requirements.** All residences shall connect to the public sanitary sewer system in accordance with all applicable health codes.

g. **Excavation.** All excess materials excavated from any lot in the Subdivision shall be removed from the Subdivision unless permission is granted in writing by the Developer to place excess materials at an alternate location within the Subdivision.

h. **Swimming Pools.** All swimming pools must be enclosed by fencing approved by the Developer and shall, in all respects, comply with the applicable ordinances and building codes. All devices used in connection with the swimming pool, including the filter and circulating pump, shall be located inside the required fence and concealed from view. Only in-ground pools shall be permitted, except for moveable children's wading pools. The location of any swimming pool shall meet and comply with any and all rules as established by Developer, or in the absence thereof, shall only be installed in a location consented to in writing by Developer.

i. **Driveways and Curb Cuts:** All driveways leading from the streets to the garage must be of concrete, full masonry brick pavers or other materials permitted and approved in writing by Developer. No blacktop or other asphalt product shall be permitted. Curbs which are removed for the purpose of making a driveway entrance shall be replaced as far as the nearest construction or expansion joint to insure a smoothly joining entrance with a radius of return of at least five (5) feet.

j. **Sidewalks.** Sidewalks must be installed by and at the expense of a lot owner upon the earlier of (i) six months after completion of construction of a residence on the lot, (ii) when required by governmental authority, or (iii) within two (2) years of completion of construction of residences on 80% of the lots constituting the Subdivision. Details as to sidewalk size, placement, and materials are to be supplied by the Developer, with all sidewalks to be in conformity with the other sidewalks in the Subdivision. Sidewalks with respect to houses constructed by or on behalf of the Developer shall be installed at the expense of the Developer.

k. **Mailboxes.** All mailboxes shall be a style approved by Developer. Developer shall, upon request from a lot owner, provide the pertinent information regarding the size, type or style of mailboxes approved by Developer. Any replacement mailboxes shall conform to such initial design, or if not available, a design approved by Developer.

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l. **Construction Style.** No log homes or A-frame style construction shall be permitted.

m. **Developer Approval.** No residence, tower, satellite dish of any size, or swimming pool shall be erected, placed, or altered on any lot in the Subdivision until the building plans, specifications and site plans of said improvements have been submitted to and approved by the Developer. The Developer, as part of the approval process, shall evaluate the proposed improvements as to conformity and harmony of external design with existing structures in the Subdivision and as to location of the building with respect to topography and finished ground elevation. A minimum of two (2) copies of all building plans, specifications, and site plans shall be submitted before commencement of any construction on a lot. One copy of said building plans, specifications, and site plans shall be retained by the Developer. The Developer, at the Developer's option, may require that samples of all exterior materials be submitted for examination prior to approval. The name of the general contractor, together with a list of all subcontractors intended to be used shall be furnished with the above-described plans to the Developer. The Developer may, in the Developer's sole discretion, restrict or forbid any contractor, whether acting as a general or a subcontractor, from performing any work on a residence or a lot in the Subdivision. If the Developer fails to give written approval or disapproval to such plans, specifications and/or contractors within ten (10) days after same have been received by the Developer, the plans, specifications and/or contractors shall be deemed approved. All improvements shall be constructed in strict conformity with approved plans and specifications. Any changes during construction of the size or exterior of the building, either as to materials or colors, must be approved in writing by the Developer prior to continuation of construction. No prior approval shall be required from the Developer for satellite dishes which do not exceed twenty (20) inches in diameter, placed in the rear of a lot obscured from view by landscaping in all directions and completely blocked from view from the street at the front of the residence.

4. **TEMPORARY STRUCTURES.** No trailer, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, in the Subdivision. No tent, shack, barn or other outbuilding is permitted in the Subdivision. No home shall be occupied as a residence until the exterior of such residence is completed in accordance with the plans approved by Developer and a certificate of occupancy has been issued by the appropriate governmental agency.

5. **REPLATTING.** No lot or lots as platted shall be divided so as to result in creating additional lots. However, the Developer, at Developer's sole discretion, may permit an entire lot or a portion of a lot to be added to an adjacent lot to create a larger lot, provided that the location of the building setback lines shall be modified to reflect the new size of each lot.

6. **FOLIAGE REMOVAL.** No trees or other significant foliage, other than trees or foliage which are dead, hazardous, or reasonably impede construction of a residence or interfere with an easement, shall be destroyed or removed from any lot without the consent of the Developer.

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7. **OFFENSIVE ACTIVITIES.** No noxious, hazardous, or offensive trade, object, or activity which may be or may become a nuisance, hazard or danger to the neighborhood, by sight, sound, odor, or otherwise, shall be performed or maintained on any lot or other part of the Subdivision.

8. **ANIMALS.** No animals other than domesticated house pets shall be kept or maintained within the Subdivision. Any pet enclosures must be approved in writing by the Developer or as set forth in any specific rules promulgated by the Developer. No pet runs are allowed within the Subdivision.

9. **PROPERTY MAINTENANCE.** All lot owners shall keep their property well maintained and in a presentable condition. In the event a lot presents a nuisance or an unattractive appearance because of accumulated debris, weeds or grasses, the Developer shall attempt to notify the owner of said lot in writing of the objectionable condition of the lot, with said notice to be mailed by certified mail, if more current information is not available, to the address listed with the Peoria County Supervisor of Assessments for the mailing of tax bills for said lot. If the condition of said lot is not adequately improved within ten (10) days of the mailing of such notice, the Developer may undertake any such reasonable acts as may be necessary to improve the condition of the lot. Any charges sustained by the Developer may be charged to the lot owner, and, at the option of the Developer, may constitute and be recorded as a lien against said lot. Such liens may be enforced against the owner's property by foreclosure in the same manner as mechanic's liens or by any other method permitted by law. Such liens must be recorded within two (2) years of the time the debt was incurred and, unless enforced, shall expire within two (2) years of recording. Attorney's fees and court costs shall be recoverable for enforcement of such lien.

10. **VEHICLE STORAGE.** No passenger cars, recreational vehicles, trailers, vans, mobile homes, boats, snowmobiles, or other objects of substantial size, whether operative or inoperative, may be parked or stored on a regular basis within the confines of the Subdivision unless same is enclosed and concealed from view within the attached garage on the owner's property. This provision, to the extent permitted by law, shall also apply to those parts of the Subdivision dedicated as public roadways.

11. **OUTBUILDINGS.** No outbuildings or storage sheds of any kind shall be allowed within the Subdivision, other than those built on Outlot areas by the Developer.

12. **SUPPLY STORAGE.** Except as necessarily incidental to the initial construction of buildings and structures on lots or the reconstruction of such buildings and structures, no new or used construction materials, supplies, unused machinery, similar items or materials shall be kept or allowed to remain in the Subdivision unless stored inside a building and concealed from view.

13. **EASEMENTS.** Easements for public utility installation and maintenance are reserved as shown on the recorded plat. Said utilities shall be permitted access to the indicated easements for the purpose of serving individual lots, the Subdivision and adjoining property with standard public utilities, including, without limitation, electric, gas, water, sewer, television cable

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and telephone service. No permanent buildings, structures, or other significant foliage shall be placed on said easements, but the easements may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the maintenance or use of the easements. The Developer hereby reserves an easement and all other rights to locate and construct signage as deemed appropriate on Lot 1 and on Outlot A. Said easements may be shown on the plat of subdivision and shall be reserved for maintenance of signage for the Subdivision. All future maintenance of the easement areas and said signage shall be the responsibility of the Homeowners Association according to the provisions contained hereinafter.

14. **COMMENCEMENT OF CONSTRUCTION.** Any individual or entity acquiring a lot from the Developer must commence construction within twenty-four (24) months after the conveyance of title, unless a written extension is granted by the Developer. If the Developer elects to grant any such extension, as a condition to any such extension Developer may demand reimbursement of any utility deposits which remain unrefunded due to failure to hook up a residence on such lot, with the right to any future refund for such lot to be assigned to the lot owner. All construction must be completed in accordance with approved plans, including all landscaping work, within nine (9) months after commencement of construction. In the event such construction is not commenced within the allotted time, the Developer shall have the absolute right, at its sole option, to repurchase the lot by repayment of the original purchase price with no interest to have accrued thereon. To effectuate the transfer, Developer may prepare the appropriate warranty deed and transfer declarations for the lot owner to execute and deliver a notice to the lot owner that Developer has made such election to repurchase the lot. Said written notice shall set a closing date no less than three (3) days from the date of the written notice with Developer to tender the repurchase price to the lot owner upon the execution of the deed at said closing. Any attempted transfer of the ownership of the lot by the lot owner to anyone other than Developer subsequent to the date of the notice from Developer shall be ineffective and voidable by the Developer.

In the event a dwelling is commenced but not completed within the allotted time specified above, the Developer shall have the absolute right, at its sole option, to repurchase the lot for the original purchase price, plus 90% of the fair market value of the partially completed dwelling thereon. If an agreement cannot be reached as to the fair market value thereof, same shall be determined by arbitration by an arbitrator to be appointed by the lot owner, an arbitrator to be appointed by the Developer, and, if necessary, a third arbitrator to be appointed by the first two arbitrators, with a decision of the majority of arbitrators to be binding upon both the Developer and the lot owner. Costs of the arbitration shall be equally shared between the Developer and the lot owner. Any such arbitration shall be in conformance with the rules, guidelines and procedures as established by the American Arbitration Association. The situs of any such arbitration shall be in Peoria, Illinois.

15. **OUTDOOR LIGHTING.** All lot owners, upon completion of construction of the residence, shall install and maintain in the front area of their lot suitable, Developer-approved lighting for night illumination of the frontage area of their lot. Said lighting shall contain an electric photocell for automatic on/off operation. Said lighting shall be located in the yard at a point which is within ten (10) feet of the inside edge of the public sidewalk running along the street and ten (10) feet from the edge of the driveway. The developer shall specify the make,

model or style of light which can be utilized. Any replacement light or light post shall conform with the initial design or, if not available, a design approved by the Developer.

16. **FENCING.** No chain link or wood enclosures or fences shall be permitted within the Subdivision. Wrought iron or vinyl material enclosures or fences shall be permitted within the Subdivision, but only after the lot owner submits the plans and specifications, including the exact location and sample material of the proposed enclosure or fence to the Developer. No construction of any such enclosure or fence may commence without the written approval of the Developer.

17. **AMENDMENT OF RESTRICTIONS/PLATS.** Until the Developer divests itself of all interest in all lots of the Subdivision, the Developer shall retain the right to amend, modify or annul any of the Restrictions detailed herein or on the Plat of the Subdivision by a written instrument to be recorded in the Office of the Recorder of Deeds, Peoria County, Illinois. Upon the sale of all of the Developer's interest in the Subdivision, these Restrictions may be amended by the affirmative vote of two-thirds (2/3) of the total lot owners in the Subdivision, with the collective owners of each lot to have one vote in regard to any such issue. However, after the Developer's sale of any lot, no amendment of these Restrictions or the Plat of the Subdivision shall significantly impede or alter the continued development of the Subdivision in accordance with the general intent of the Developer as expressed herein.

18. **ENFORCEMENT OF RESTRICTIONS.** Any lot owner in the Subdivision shall be entitled to prosecute, in any proceeding in law or equity, any owner violating or attempting to violate any of the restrictions or covenants contained herein, to either prevent said owner from committing said violation or to recover damages for such violation, and the Court may, in its discretion, award reasonable attorneys' fees and costs to the prevailing party.

19. **INVALIDATION OF RESTRICTIONS.** Invalidation of any portion of these Restrictions by judgment or Court order shall not affect any remaining Restrictions, which shall remain in full force and effect and be construed, as closely as possible, with the original intent of the Developer.

20. **ASSIGNMENT OF RIGHTS BY DEVELOPER.** The Developer shall have the right to sell, assign, transfer, or convey the rights of the Developer. Any such transfer shall be in writing and recorded in the office of the Recorder of Deeds, Peoria County. The Developer may, from time to time, appoint a designated agent to act for the Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment and authority of said representative. If all lots in the Subdivision have not been sold at the time of formation of the Homeowners Association, upon the formation of the Homeowners Association and the recording of written authorization from the Developer, all rights, duties, and obligations of the Developer herein contained shall be transferred to such Homeowners Association unless certain rights are specifically retained. The Developer, in such written transfer of rights, duties, and obligations, may retain specific rights, including, without limitation, the right to approve constructions plans and grant extensions for commencement of construction. However, nothing contained herein shall be construed as an assignment of the Developer's right to collect utility deposits.

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21. **CERTIFICATE OF COMPLIANCE**: Upon receipt of a written request by the owner of any lot, plus payment of a reasonable fee if so required, the Developer will issue a Certificate of Compliance stating that the building or buildings on said lot comply with these Restrictions, if such is the fact to the best of the Developer's knowledge. Such Certificate shall be conclusive evidence of satisfactory compliance with these Restrictions, except said Certificate shall not be conclusive as to matters of survey.

22. **LIMITATION OF LIABILITY**. In no event shall any action or inaction by the Developer in regards to the Developer's powers or duties expressed herein constitute or give rise to any liability against the Developer, provided such action or inaction does not constitute willful misconduct in the performance of its duties.

23. **NO RESERVE ACCOUNTS**. The Developer shall not be required to maintain or fund any reserve accounts to provide for capital expenditures, replacements or contingencies with respect to any common areas including, without limitation, all signage easements, if any.

24. **OUTLOTS**. All Outlots shall be subject to the restrictions set forth in the Plat of the Subdivision.

25. **RULES**. The Developer may promulgate rules, from time to time, as Developer deems necessary and prudent in accordance with the general intent of the Developer. Said rules may be included as an amendment of these restrictions as set forth in paragraph 17 above, or by making copies of said rules available to all lot owners and proposed purchasers.

26. **PEAK FLOW SYSTEM**. The Developer hereby retains all rights, and all lot owners hereby acknowledge and agree, that Developer or its successor or assigns may locate and install a peak flow sewer system on the East side of the creek or Stream Buffer Area contiguous to the Subdivision. Said system may be located within two hundred (200) feet of the sanitary sewer lift station servicing the Subdivision. Upon the completion of the peak flow sewer system, or similar system as determined to be required by Developer, said system will be transferred to the Homeowners Association as set forth hereinafter or to the Greater Peoria Sanitary and Sewer District, as determined by the Developer and the Greater Peoria Sanitary and Sewer District.

## **II. HOMEOWNERS ASSOCIATION**

1. **MEMBERSHIP IN ASSOCIATION**. Upon its formation, all lot owners in the Subdivision shall become members of the Trails View Homeowners Association (hereinafter referred to as the "Association"). Membership in the Association shall run with the land, and any conveyance of an interest to property in the Subdivision shall be deemed a conveyance of the associated membership in the Association.

2. **FORMATION OF ASSOCIATION**. The Association shall be formed on the earlier of: (a) the sale of all of the Developer's interest in the Subdivision, or (b) the sale of 90% of the total lots in the Subdivision, plus written approval by the Developer for formation of the Association. The Association shall not be deemed formed until written notice of the formation

of the Association has been recorded in the office of the Peoria County Recorder of Deed and indexed to each lot in the Subdivision.

3. **POWERS AND DUTIES OF SUBDIVISION.** Once formed, the Association shall have the following power and duties:

a. **Enforcement of Restrictions:** The Association shall specifically have the authority to bring suit to enforce compliance with any of the restrictions pertaining to the Subdivision in its own name and on its own behalf and shall be entitled to recover reasonable attorneys' fees and costs with respect to any such suit.

b. **Maintenance:** The Association shall be responsible for the care, maintenance, and upkeep of the common areas and entryways of the Subdivision, if any, with said areas to include, without limitation, such areas as may hereinafter be subject to easements in favor of the Developer or the Association for maintenance of Subdivision signs, lighting, landscaping or common areas.

c. **Construction Approval:** Upon written grant of authority from the Developer, the Association shall be responsible for the approval of construction in the Subdivision in accordance with the restrictions and the issuance of certificates of compliance.

d. **Power to Assess:** The Association shall be authorized to assess fees against the lot owners in the Subdivision for the operational costs and projects of the Association in accordance with the guidelines hereinafter established.

e. **Developer's/Association Rights:** Upon written grant of authority from the Developer, the Association shall have all rights otherwise reserved to the Developer, specifically including but not limited to the ability to own property in its own name.

f. **Indemnification.** The Association shall indemnify and hold harmless the Developer against all expenses (including attorneys' fees), judgments, claims or demands incurred with respect to any suit, proceeding, or other action arising out of its actions or inactions with respect to the Subdivision, provided such action or inaction does not constitute willful misconduct in the performance of its duties.

4. **ORGANIZATION AND OPERATION OF THE ASSOCIATION.** Once formed, the Association may establish guidelines and by-laws for operation of and membership in the Association. The Association may elect to be organized and operate as a not-for-profit corporation or any other type of legal entity.

5. **INITIAL MEETING AND ORGANIZATION OF ASSOCIATION.** Notice of the initial meeting of the Association shall be provided by the Developer by either the delivery of mailing of notice, regular mail, to each lot owner in the Subdivision, or by the posting of a notice of the meeting in at least three conspicuous locations in the Subdivision at least fourteen (14) days prior to the meeting. Any such notice shall detail the date, time and place of the initial

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meeting of the Association, with said meeting to be held within forty-five (45) days of the initial mailing or posting of the notice. If notice is given by posting, said notices shall remain posted for at least fourteen (14) days. The Developer may conduct the initial meeting until such time as the first election of trustees. If the Developer should fail to schedule the initial meeting of the Association after such time as when the Association should have been formed, the initial meeting can be scheduled by any individual lot owner in the Subdivision by following the procedures noted herein.

6. **VOTING RIGHTS.** In regard to all Association matters, one vote may be cast by the collective owners of any lot in the Subdivision. In the event any lot has been divided, the respective owners of such divided lot may cast a percentage of one vote, with said percentage to relate to the portion owned of the originally platted lot. Voting in Association matters may be done in person or by written proxy for specific issues, or general proxies provided same, on their face, expire within six (6) months of execution.

7. **ELECTION OF TRUSTEES.** At the initial meeting of the Association, each lot owner shall be entitled to cast one vote for each lot owned for the election of Trustees of the Association. Those three individuals receiving the highest total of votes shall be elected as Trustees of the Association. The Trustees shall have the following rights and duties:

a. **Budget:** The Trustees shall formulate a budget based on the estimated annual expenses of the Association for maintenance of common areas and organization cost with a reasonable reserve.

b. **Assessment:** The Trustees shall provide for the assessment of fees to each lot owner in an amount necessary to provide the estimated funds required pursuant to the budget.

c. **Employment:** The Trustees shall employ, on behalf of the Association, such maintenance or service personnel as may be required to provide services to the common areas of the Association, and to employ and retain on behalf of the Association such legal, accounting or other professional services as may be required by the Association.

d. **Creation of By-Laws:** The Trustees shall formulate and propose, as part of the initial organization of the Association, general by-laws and guidelines for the Association.

e. **Payment of Invoices:** The Trustees shall pay the bills of the Association and maintain accounts, books and records in accordance with standard accounting practices.

8. **PROVISIONS RELATING TO TRUSTEES.** Unless and until the Association adopts new by-laws, each Trustee shall be elected for a period of two (2) years, provided, however, that the two (2) Trustees receiving the fewest number of votes at the initial meeting of the Association shall be elected for a term of one (1) year, with their successors to be elected for

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two-year terms. The Trustees shall provide for a least an annual meeting of the Association to be held at a reasonable time and place, which meeting shall include the election of the new Trustees, with notice of said meeting to be made by delivering or mailing such notice, regular mail, to all lot owners or by conspicuously posting notice of said meeting for fourteen (14) days in advance of the meeting in at least three (3) places in the Subdivision. Trustees shall not be entitled to receipt of compensation for their acts as Trustees, nor shall any Trustee receive compensation for professional advice provided to the Association (except reimbursement for reasonable out of pocket expenses.) Absent fraud or gross negligence, no Trustee shall be personally liable for any act or failure to act on behalf of the Association.

9. **ADOPTION OR AMENDMENT OF BY-LAWS.** The Association may adopt or amend the By-laws of the Association upon the affirmative vote of three-fourths (3/4) of all lot owners in the Subdivision.

10. **ASSESSMENTS.** The Association shall be empowered to assess each individual lot owner's proportionate share of the budget established by the Trustees. Assessments against each lot in the Subdivision shall be in equal amounts regardless of a lot's size. Owners of any divided lot shall pay an assessment for such divided lot equal to a standard lot assessment times the proportionate amount of the divided lot owned. In the event the Association is formed prior to the sale of all of Developer's lots in the Subdivision, the assessments with respect to any lot owned by the Developer shall be limited to the proportionate share of the actual operating expenses of the Association and shall not include capital expenditures or amounts to be set aside as a reserve for contingencies or replacements.

11. **LIENS.** Any amount assessed against an individual lot which remains unpaid thirty (30) days after said assessment becomes due may, at the option of the Association, become a lien against the lot by placing notice of record with the Peoria County Recorder of Deed. In order to become a valid lien, said lien must be placed of record within two (2) years of same. Payment of said lien may be enforced by foreclosure in the same manner as mechanic's liens or by any other method permitted by law, and the Association shall be entitled to recover reasonable attorneys' fees and court costs incurred in recovery of amounts due.

12. **MERGER OF ASSOCIATION.** Upon receipt of written approval of fifty percent (50%) of the lot owners in the Subdivision, the Association may merge with homeowners associations for contiguous subdivisions.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals this 21<sup>st</sup>  
day of April, 2008.

FIELDS CROSSING JORGENSEN, LLC,  
an Illinois limited liability company,  
By FIELDS CROSSING, LLC  
an Illinois limited liability company,  
Its Manager

By: Timothy F. Shea  
Timothy F. Shea, Manager

STATE OF ILLINOIS        )  
                                  ) SS.  
COUNTY OF ~~TAZEWELL~~ PEORIA )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY THAT TIMOTHY F. SHEA, personally known to me to be the Manager of  
FIELDS CROSSING, LLC, an Illinois limited liability company, as Manager of FIELDS  
CROSSING JORGENSEN, LLC, an Illinois limited liability company, and personally known to be  
the same person whose name is subscribed to the foregoing instrument as such Manager and, as the  
free and voluntary act of said limited liability company for the uses and purposes therein set forth  
and on his oath state that he is duly authorized to execute said instrument.

Given under my hand and Notarial Seal this 21<sup>st</sup> day of April, 2008.



Kelly M Stover  
NOTARY PUBLIC

08-13814

# EXHIBIT A

Lot 1	08-25-277-011
Lot 2	08-25-277-010
Lot 3	08-25-277-009
Lot 4	08-25-277-008
Lot 5	08-25-277-007
Lot 6	08-25-277-006
Lot 7	08-25-277-005
Lot 8	08-25-277-004
Lot 9	08-25-277-003
Lot 10	08-25-277-002
Lot 11	08-25-276-024
Lot 12	08-25-276-023
Lot 13	08-25-276-021
Lot 14	08-25-276-020
Lot 15	08-25-276-019
Lot 16	08-25-276-018
Lot 17	08-25-276-017
Lot 18	08-25-276-016
Lot 19	08-25-276-015
Lot 20	08-25-276-014
Lot 21	08-25-278-001
Lot 22	08-25-278-002
Lot 23	08-25-279-001
Lot 24	08-25-279-002
Lot 25	08-25-279-003
Lot 26	08-25-279-004
Lot 27	08-25-279-005
Lot 28	08-25-280-001
Lot 29	08-25-280-002
Outlot A	08-25-280-003
Outlot B	08-25-276-025
Outlot C	08-25-276-022

08-13814

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**DECLARATION OF  
RESTRICTIONS**

**PEORIA COUNTY**

**Prepared By:**

Raymond C. Williams  
Hasselberg, Williams, Grebe,  
Snodgrass & Birdsall  
124 S.W. Adams, Suite 360  
Peoria, Illinois 61602

**Mail to:**

Raymond C. Williams  
Hasselberg, Williams, Grebe,  
Snodgrass & Birdsall  
124 S.W. Adams, Suite 360  
Peoria, Illinois 61602



Recorded in

Peoria County Recorder of Deeds, ILLINOIS  
Teste:

A handwritten signature in cursive script, reading "Nancy K. Horton".

Recorder of Deeds

**COPY**

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**DECLARATION OF RESTRICTIONS**  
**COPPER CREEK SUBDIVISION, SECTION TWO**

THIS DECLARATION OF RESTRICTIONS is made this \_\_\_\_ day of \_\_\_\_\_, 2010, by **DEAN CUSTOM BUILDERS, INC., and ARMSTRONG BUILDERS OF PEORIA, INC.** (collectively referred to as "Developer").

**I. RECITALS**

WHEREAS, Developer is the owner in fee simple of certain real estate in Copper Creek Subdivision, Section Two in Peoria County, Illinois ("Subdivision"), which is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Developer desires to develop the Subdivision into a single-family residential neighborhood; and

WHEREAS Developer desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any Lot therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate; and

WHEREAS, Developer intends to, and does hereby declare that such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, shall be sold and conveyed subject to the following easements, restrictions, covenants and conditions; which easements, restrictions, covenants and conditions shall run with the real estate and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.



WHEREAS, Developer desires to preserve the integrity of the design, the continuation and enhancement of the landscape elements and other aesthetic additions on the property and provide for controls necessary to maintain the Property which if not maintained would adversely affect the property and the Lot Owners.

NOW, THEREFORE, Developer declares as follows:

## **ARTICLE I DEFINITIONS**

Certain words and terms used in this Declaration are defined as follows:

(a) Association: The Association of all the Lot Owners acting pursuant to the By-Laws through its duly elected Board. Until such time as the Association is formed, Association and Association Board shall be the Developer.

(b) Board: The Board of Managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the Board shall mean the Board of Directors of the incorporated Association.

(c) Building(s): All structures, attached or unattached.

(d) By-Laws: The By-Laws of the Association, which are adopted by the Association.

(e) Expenses:

(i) The proposed or actual expenses affecting the Property, including Reserves if any, lawfully assembled by the Board.

(ii) Expenses declared common expenses by this Declaration or By-Laws.

(f) First Mortgagee: An owner of a bona fide first mortgage or first trust deed covering any portion of the Property.

(g) Lot: Any parcel of land or other tract in Copper Creek Subdivision, Section Two against which this Declaration is recorded.

(h) Lot Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.

(i) Majority or Majority of Lot Owners: The owners of more than fifty percent (50%) of the Lots comprising the Subdivision.

(j) Occupant: A person or persons, other than a Lot Owner, in possession of a Lot.

(k) Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(l) Plat: The plat or plats of survey of the Property recorded in Peoria County.



(m) Property: That certain real estate herein described in Exhibit A and such additions thereto as may be brought within the jurisdiction of the Association or subject to this Declaration.

(n) Record: To record in the Office of the Recorder of Deeds of Peoria County, Illinois.

(o) Reserves: Those sums paid by Lot Owners which are separately maintained by the Board for purposes specified by the Board.

## **ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERE TO AND DELETIONS THEREFROM**

1. DECLARATION. Developer declares that the real estate described on Exhibit A attached hereto and made a part hereof, together with all improvements and structures now and hereafter erected, shall be occupied subject to the covenants, restrictions, easements, uses and privileges, charges and liens hereafter set forth which shall be binding on all parties having or acquiring any right, title or interest therein and shall inure to the benefit of each owner, the Developer and the Association.

2. PLATTING AND SUBDIVISION RESTRICTIONS. The Developer has caused the preparation of the final plat of Copper Creek Subdivision, Section Two, which plat is recorded in Plat Book 12 at page 47 as Document No. 2010-023430 in the Office of the Recorder of Deeds of Peoria County (the "Subdivision"). The Developer shall be entitled at any time and from time to time to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the above described Property and to record a document which makes any or all of the Property subject to these restrictions.

3. DESCRIPTION OF LOTS. All Lots are or shall be delineated on the Plat of Copper Creek Subdivision, Section Two. The legal description of such Lot shall consist of the identifying number of such Lot as shown on the Plat.

## **ARTICLE III RESTRICTIONS**

1. APPLICATION OF RESTRICTIONS. All persons, corporations, trusts or other entities that now hold or shall hereafter acquire any interest in any part of the Subdivision shall be taken to agree to comply with and shall be bound by the covenants, conditions, restrictions and stipulations contained herein as to the use of the Subdivision and the construction of residences and improvements therein, as hereinafter set forth.

2. PROPERTY USE. The Subdivision and all Lots therein shall be used only for single-family residences. No portion of the Subdivision, improved or unimproved, shall be used for any commercial, manufacturing, professional, religious, fraternal, or other business purpose.



3. CONSTRUCTION REQUIREMENTS. The construction of residences on Lots in the Subdivision shall be governed by the following specifications:

a. Setback Lines. The setbacks shall comply with the zoning ordinance of the City of Peoria and in addition shall meet the following: The exterior walls of any building, garage, enclosed porch, swimming pool or other outbuilding shall not be erected or maintained closer to the front lot line than the setback lines shown on the plat of the Subdivision.

b. Footage Requirements. Footage requirements for Lots 30 through 55 shall be as follows: One-story ranch style residences shall have a total living area of not less than one thousand five hundred (1,500) square feet. Two-story residences shall have a total living area of not less than one thousand nine hundred (1,900) square feet. One-and-a-half story residences shall have a main level of not less than one thousand four hundred (1,400) square feet. Footage requirements for Lots 56 through 62 shall be as follows: One-story ranch style residences shall have a total living area of not less than one thousand four hundred (1,400) square feet. Two-story residences shall have a total living area of not less than one thousand eight hundred (1,800) square feet. One-and-a-half story residences shall have a main level of not less than one thousand four hundred (1,400) square feet. Split-foyer and split-level style residences shall not be permitted.

c. Permitted Exteriors. No wall board, aluminum siding, sheet metal, tar paper, or roofing paper shall be used for any exterior wall covering or roofs. Aluminum may be used for gutters and downspouts, soffit and fascia boards. Stone, brick, wood, vinyl and stucco style materials, shall be permitted exteriors, provided such materials are of suitable quality, grade and coloration so as to conform and harmonize with other improvements in the Subdivision. No excessively bright colors or light shadings shall be permitted on the exteriors of any building in the Subdivision. At least twenty percent (20%) of the front elevation shall have brick facing.

d. Garages. Each residence constructed on a Lot in the Subdivision shall contain an attached, enclosed garage adequate to store, at a minimum, two (2) standard-sized passenger vehicles, or, as a maximum, three (3) standard-sized passenger vehicles. Any such garage shall be in conformity with the attached residence as to exterior, architecture and location. The minimum size for any garage shall be twenty feet by twenty-two feet (20'x22').

e. Mailboxes and Light Posts. Each residence constructed on a Lot in the Subdivision shall have a standardized mailbox and light post location. Developer will provide the permitted design specifications for mailboxes and a drawing of permitted locations for mailboxes and light posts.

f. Landscape Requirements. The front and side yards of each residence constructed on a Lot in the Subdivision must be sodded. A tree not smaller than two and a half inches (2½") in diameter measured four feet above the ground shall be planted in the front yard. Landscaping must be complete within six (6) months of occupancy, including final grading, sodding, seeding, mulching and front planting. Landscaping that dies shall be replanted and all landscaping shall be maintained in a healthy condition.



g. Shingle Requirements and Roof Pitch. Only architectural shingles are allowed to be used on each residence. The color of the shingles must be approved by the Developer. No three tab shingles are allowed. Minimum roof pitch of six/twelve is required unless Developer approves an alternate.

h. Sewer Requirements. All residences shall connect with the sanitary sewer system in accordance with all applicable health codes.

i. Excavation. No materials excavated from any Lot in the Subdivision shall be removed from the Subdivision unless permission is otherwise granted in writing by the Developer. Compliance shall be made with the soil erosion control ordinance of Peoria County.

j. Swimming Pools. All swimming pools must be enclosed by fencing approved by the Developer and shall, in all respects, comply with applicable ordinances and building codes. All devices used in connection with the swimming pool, including the filter and circulating pump, shall be located inside the required fence and concealed from view. Above ground pools shall not be permitted.

k. Driveways and Curb Cuts. All driveways leading from the street to the garage must be of blacktop, concrete, or other materials permitted by the Developer. Curbs which are removed for the purpose of making a driveway entrance, shall be replaced as far as the nearest construction or expansion joint to ensure a smoothly joining entrance, with a radius of return of at least five (5) feet.

l. Sidewalks. Sidewalks must be installed by and at the expense of a Lot Owner upon the earlier of (i) six (6) months after completion of construction of a residence on the Lot, (ii) when required by governmental authority, or (iii) within two (2) years of completion of construction of residences on eighty percent (80%) of the Lots constituting the Subdivision. Details as to sidewalk size, placement, and materials are to be supplied by the Developer, with all sidewalks to be in conformity with other sidewalks in the Subdivision.

m. Signage. Any residential for sale or builder signage used on any Lot shall be limited to a maximum area of eight square feet. Only one sign shall be permitted on each Lot.

n. Accessory Structure. No accessory structure or outbuildings are permitted in the Subdivision.

o. Sump Drain Line. If a sump pump drain line is provided by Developer, it must be connected to the sump pump by Lot Owner at Lot Owner's expense. All drain lines must discharge to the front or rear of the residence. Side discharge is not permitted.

p. Dumpster. During construction a dumpster is required to be on the property for disposal of construction materials. The owner and builder are both responsible for seeing that no open flame or burning of construction materials occurs at



the construction site. All trash must be deposited in the dumpster, and contractors are required to sweep the streets to remove all mud, dirt and gravel deposited by their construction. No dirt shall be removed from the subdivision without Developer approval.

q. Drainage: All Lots shall be graded so as to maintain the existing drainage pattern. Lot owners shall not divert water to a neighboring Lot. Each Lot Owner shall be solely responsible for compliance with this section. Developer shall have no liability for ensuring compliance or enforcement.

r. Developer Approval. No Building, outbuilding, tower, satellite dish, or swimming pool shall be erected, placed, or altered on any Lot in the Subdivision until the building plan, specifications and site plans of said improvements have been submitted to and approved by Developer. No prior approval shall be required for satellite dishes not exceeding a twenty inch (20") diameter placed in the rear of the Lot and obscured from view by landscaping. The Developer, as part of the approval process, shall evaluate the proposed improvements as to conformity and harmony of external design with existing structures in the Subdivision and as to location of the building with respect to topography and finished ground elevation. A minimum of two (2) copies of all building plans, specifications, and site plans shall be submitted before commencement of any construction on a Lot. One copy of said building plans, specifications, and site plans shall be retained by the Developer. Developer, at Developer's option, may require that samples of all exterior materials be submitted for examination prior to approval. If the Developer fails to give written approval or disapproval to such plans and specifications within thirty (30) days after same has been received by Developer, the plans and specifications shall be deemed approved. All improvements shall be constructed in strict conformity with approved plans and specifications. Any changes during construction of the size or exterior of the building, either as to materials or colors, must be approved in writing by Developer prior to continuation of construction. Panelized construction and modular construction are allowed only with and subject to Developer approval. Developer shall have no liability to any Lot Owner for the failure of a Lot to comply with the restrictions set forth herein or for approving any plans which do not comply. Written approval of Developer of plans and specifications and construction in accordance with those specifications shall be deemed to constitute compliance.

4. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily or permanently, in the Subdivision. No home shall be occupied as a residence until the exterior of such residence is completed in accordance with the approved plans and a certificate of occupancy has been issued.

5. REPLATTING. No Lot or Lots as platted shall be divided so as to result in creating additional Lots. Two (2) adjoining Lots may not be used for the construction of one residence. However, the Developer, at Developer's sole discretion, may permit a portion of a Lot to be added to an adjacent Lot to create a larger Lot, provided that the remainder of the one Lot is of sufficient size to construct a residence upon it in accordance with the construction requirements detailed herein, and further provided that the location of the building setback lines shall be modified to reflect the new size of each Lot.



6. FOLIAGE REMOVAL. No trees or other significant foliage, other than trees or foliage which are dead, hazardous, or reasonably impede construction of a residence or interfere with an easement, shall be destroyed or removed from any Lot without the consent of the Developer.

7. OFFENSIVE ACTIVITIES. No noxious, hazardous, or offensive trade, object, or activity which may be or may become a nuisance, hazard or danger to the neighborhood, by site, sound, odor, or otherwise, shall be performed or maintained on any Lot or other part of the Subdivision.

8. ANIMALS. No animals other than domesticated house pets shall be kept or maintained within the Subdivision. Any pet runs or enclosures must be approved in writing by the Developer. All pets must be leashed or kept in an improved enclosure. Each Lot shall be limited to no more than two dogs and two cats unless otherwise approved by Developer.

9. PROPERTY MAINTENANCE. All Lot Owners shall keep their property well maintained and in a presentable condition. In the event a Lot presents a nuisance or an unattractive appearance because of accumulated debris, weeds or grasses, the Developer shall attempt to notify the Lot Owner in writing of the objectionable condition of the Lot, with said notice to be mailed by certified mail, if more current information is not available, to the address listed with the Peoria County Supervisor of Assessments for the mailing of tax bills for said Lot. If the condition of said Lot is not adequately improved within ten (10) days of the mailing of such notice, the Developer may undertake such reasonable acts as may be necessary to improve the condition of the Lot. Any charges sustained by the Developer may be charged to the Lot Owner, and, at the option of the Developer, may constitute and be recorded as a lien against said Lot. Such liens may be enforced against the owner's property as permitted by law. Such liens must be recorded within two years of the time the debt was incurred and, unless enforced, shall expire within two years of recording. Attorneys' fees and court costs shall be recoverable for filing and enforcement of such lien. All owners of vacant Lots are required to maintain the front forty feet (40') of each Lot so that it is mowed to a height of a maximum four inches (4"). The owners of corner Lots must mow not less than forty feet (40') back from any curb.

10. VEHICLE STORAGE. No recreational vehicles, trailers, vans, mobile homes, boats, or other objects of substantial size, whether operative or inoperative, may be parked or stored on a regular basis or for more than five (5) days at any time within the confines of the Subdivision unless same is enclosed and concealed from view within a garage on the Lot Owner's property. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways. No disabled automobiles shall be stored on a Lot except within a garage concealed from view.

11. SUPPLY STORAGE. Except as necessarily incidental to construction of Buildings and structures on Lots, no new or used construction materials, supplies, unused machinery, or the like shall be kept or allowed to remain in the Subdivision unless stored inside a Building and concealed from view.



12. EASEMENTS. Easements for public utility installation and maintenance are reserved as shown on the recorded plat. Said utilities shall be permitted access to the indicated easements for the purpose of serving individual Lots, the Subdivision, and adjoining property with standard public utilities, including, without limitation, electric, gas, water, sewer, television cable and telephone service. No permanent Buildings, structures, or significant foliage shall be placed on said easements, but the easements may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the maintenance or use of the easements. Fences installed on easements shall be at Lot Owner's risk. If the fence is required to be removed for work in an easement, repair or replacement shall be at Lot Owner's cost. In the event the Developer should elect to construct a fence along the perimeter of the Subdivision, affected Lot Owners shall grant an easement to the Developer for construction and maintenance of such fence, provided that any damage to the Lot Owner's property by such construction or maintenance shall be repaired by Developer at Developer's expense.

13. COMMENCEMENT OF CONSTRUCTION. Any individual or entity acquiring a Lot from the Developer must commence construction within twenty-four (24) months after the conveyance of title, unless a written extension is granted by the Developer. If the Developer elects to grant any such extension, as a condition to any such extension Developer may demand reimbursement of any utility deposits which remain unrefunded due to failure to hook up a residence on such Lot, with the right to any future refund for such Lot to be assigned to the Lot Owner. All construction must be completed in accordance with approved plans, including all landscaping work, within nine (9) months after commencement of construction. In the event such construction is not commenced within the allotted time, the Developer shall have the absolute right, at its sole option, to repurchase the Lot by repayment of the original purchase price, in cash, with no interest to have accrued thereon. In the event a dwelling is commenced but not completed within the allotted time after written notice to the Lot Owner and failure of the Lot Owner to cure within sixty (60) days, Developer shall have the absolute right, at its sole option, to repurchase the Lot for the original purchase price. All residences shall be complete prior to occupancy

14. OUTDOOR LIGHTING. All Lot Owners, upon completion of construction of the residence, shall install in the front area of their Lot, suitable, Developer-approved, lighting for night illumination of the frontage area of their Lot. Lights shall be located as shown in drawings provided by Developer for correct yard light placement.

15. FENCING. The only acceptable fencing is as follows: Black Aluminum 4' or 6' Fence that will meet and conform with Developer's approved specifications.

16. AMENDMENT OF RESTRICTIONS/PLATS. Until the Developer divests himself of all interest in all Lots of the Subdivision, the Developer shall retain the right to amend, modify or annul any of the restrictions detailed herein or on the Plat by a written instrument signed solely by Developer to be recorded in the Office of the Recorder of Deeds, Peoria County, Illinois. Upon sale of all of Developer's interest, these restrictions may be amended by the affirmative vote of two-thirds of the total Lot Owners in the Subdivision, with the collective owners of each Lot to have one vote in regards to any such amendment. However, after Developer's sale of any Lot, no amendment of these restrictions or the Plat of the



Subdivision shall significantly impede or alter the continued development of the Subdivision in accordance with the general intent of Developer as expressed herein.

17. ENFORCEMENT OF RESTRICTIONS. Any Lot Owner in the Subdivision shall be entitled to prosecute, in any proceeding in law or equity, any Lot Owner violating or attempting to violate any of the restrictions or covenants contained herein, to either prevent said Lot Owner from committing said violation or to recover damages for such violation.

18. INVALIDATION OF RESTRICTIONS. Invalidation of any portion of these restrictions by judgment of court order shall not affect any remaining restrictions, which shall remain in full force and effect and be construed, as closely as possible, with the original intent of the Developer and Developer.

19. CERTIFICATE OF COMPLIANCE. Upon receipt of a written request by a Lot Owner, plus payment of a reasonable fee, if a fee is established by Developer, the Developer will issue a certificate of compliance stating that the building or buildings on said lot comply with these restrictions, if such is the fact to the best of the Developer's knowledge. Such Certificate shall be conclusive evidence of satisfactory compliance with these restrictions, except said Certificate shall not be conclusive as to matter of survey.

20. LIMITATION OF LIABILITY. In no event shall any action or inaction by the Developer in regards to Developer's powers or duties expressed herein constitute or give rise to any liability against the Developer, provided such action or inaction does not constitute fraud or gross negligence.

21. GARBAGE SERVICE. Garbage shall be place on the curb for pickup only on the morning of pickup.

22. ASSIGNMENT OF RIGHTS BY DEVELOPER. Developer shall have the right to sell, assign, transfer, or convey their respective rights under this Declaration. Any such transfer shall be in writing and recorded in the Office of the Recorder of Deeds, Peoria County. Developer may, from time to time, appoint a designated agent to act for the Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment and authority respectively of said representative. Upon the formation of the Association, to be known as the COPPER CREEK SUBDIVISION HOMEOWNERS' ASSOCIATION and the recording of written authorization from the Developer, all rights, duties, and obligations of the Developer herein contained shall be transferred to the Association unless certain rights are specifically retained. Until the sale of one hundred percent (100%) of the Lots, the Developer, in such written transfer of rights, duties, and obligations may retain specific rights, including, without limitation, the right to approve construction plans and grant extensions for commencement of construction. Upon the sale of all Lots in the Subdivision, such transfer of all such rights, duties and obligations set forth in these restrictions to the Association shall be automatic.



**ARTICLE IV**  
**COPPER CREEK SUBDIVISION HOMEOWNERS' ASSOCIATION**

1. MEMBERSHIP IN ASSOCIATION. Upon its formation, all lot owners in the Subdivision shall become members of the Association. Membership in the Association shall run with the land, and any conveyance of an interest to property in the Subdivision shall be deemed a conveyance of the associated membership in the Association.

2. FORMATION OF THE ASSOCIATION. The Association shall be formed the earlier of a) the sale of all of the Developer's interest in the Subdivision, or b) the sale of seventy-five percent (75%) of the Lots in the Subdivision, plus written approval by the Developer for formation of the Association. The Association shall be deemed formed when a written notice of the formation of the Association has been recorded in the Office of the Peoria County Recorder of Deeds and indexed to each Lot in the Subdivision.

3. POWERS AND DUTIES OF ASSOCIATION. Once formed, the Association shall have the following powers and duties:

a. Litigation. The Association shall specifically have the authority to bring suit to enforce compliance with any of the restrictions pertaining to the Subdivision in its own name and on its own behalf.

b. Maintenance. The Association shall be responsible for the entrance ways of the Subdivision, with said areas to include, without limitation, such areas as may hereinafter be subject to easements in favor of the Developer or the Association for maintenance of Subdivision signs and landscaping. The Association shall maintain in a well kept condition any fence the Developer may choose to erect around the perimeter of the Subdivision and mow and maintain the property extending outward from the Subdivision to adjacent roadways. After conveyance of fee simple ownership to the Association, the Association shall be responsible for the mowing, maintenance and upkeep of any common areas. Said lots and equipment therein shall be kept in presentable condition and in proper working order.

c. Construction Approval. Upon written grant of authority from the Developer, the Association shall be responsible for the approval of construction in the Subdivision in accordance with the restrictions and the issuance of certificates of compliance.

d. Assessments. The Association shall be authorized to assess fees against the Lot Owners in the Subdivision for the operational costs and projects of the Association in accordance with the guidelines hereinafter established.

e. Ownership of Property. The Association may own property in its own name. The Developer shall have the absolute right to record the deed to the common areas to the Association and send a copy to the Association which shall indicate acceptance.



f. Full Powers. Upon written grant of authority from the Developer, the Association shall have all rights otherwise reserved to the Developer.

4. ORGANIZATION AND OPERATION OF THE ASSOCIATION. Once formed, the Association may establish guidelines and by-laws for operation of and membership in the Association. The Association may elect to be organized and operate as a not-for-profit corporation or any other type of legal entity.

5. INITIAL MEETING AND ORGANIZATION OF ASSOCIATION. Notice of the initial meeting of the Association shall be provided by the Developer by either delivery or mailing of notice, regular mail, to each Lot Owner in the Subdivision. The notice shall detail the date, time and place of the initial meeting of the Association, with said meeting to be held within forty-five (45) days of the date of the notice. The Developer may conduct the initial meeting until such time as the first election of trustees. If the Developer should fail to schedule the initial meeting of the Association after such time as when the Association should have been formed, the initial meeting can be scheduled by any individual Lot Owner in the Subdivision by following the procedures noted herein.

6. VOTING RIGHTS. In regards to all Association matters, one vote may be cast by the collective owners of each Lot of record in the Subdivision. Voting in Association matters may be done in person or by written proxy for specific issues, or general proxies provided same, on their face, expire within six months of execution.

7. ELECTION OF BOARD MEMBERS. At the initial meeting of the Association, each Lot Owner shall be entitled to cast one vote for each Lot owned for the election of Board Members of the Association. Those three individuals receiving the highest total of votes shall be elected as Board Members of the Association. The Board Members shall have the following rights and duties:

a. Budgets. The Board Members shall formulate a budget based on the estimated annual Expenses of the Association for maintenance of common areas and operational costs with a reasonable reserve.

b. Assessments. The Board Members shall provide for the assessment of fees to each Lot Owner in an amount necessary to provide the funds required pursuant to the budget.

c. Employment. The Board Members shall employ, on behalf of the Association, such maintenance or service personnel as may be required to provide services to the common areas of the Association, and to employ and retain on behalf of the Association such legal, accounting, or other professional services as may be required by the Association.



d. Preparation of By-Laws. The Board Members shall formulate and propose, as part of the initial organization of the Association, general by-laws and guidelines for the Association.

e. Payment. The Board Members shall pay the bills of the Association and maintain accounts and books and records in accordance with standard accounting practices.

8. PROVISIONS RELATING TO BOARD MEMBERS. Unless and until the Association adopts new by-laws, each Board Member shall be elected for a period of three years, provided, however, that the two Board Members receiving the second and third highest number of votes at the initial meeting of the Association shall be elected for a term of two years and one year, respectively, with their successors to be elected for three year terms; thus staggering the terms so that in each year, one Board Member is elected. The Board Members shall provide for at least an annual meeting of the Association to be held at a reasonable time and place, which meeting shall include the election of one new Board Member, with notice of said meeting to be made by delivering or mailing such notice, regular mail, to all Lot Owners or by conspicuously posting notice of said meeting for fourteen (14) days in advance of the meeting in at least three places in the Subdivision. Board Members shall not be entitled to receipt of compensation for their acts as Board Members, nor shall any Board Member receive compensation for professional advice provided to the Association. Absent fraud or gross negligence, no Board Member shall be personally liable for any act or failure to act on behalf of the Association.

9. ADOPTION OR AMENDMENT OF BY-LAWS. The Association may adopt or amend the By-Laws of the Association upon the affirmative vote of three-fourths of all Lot Owners in the Subdivision.

10. ASSESSMENTS. The Association shall be empowered to assess each individual Lot for said Lot Owner's proportionate share of the budget established by the Board Members. Assessments against each Lot in the Subdivision shall be in equal amounts regardless of a Lot's size. Regardless of the budget established by the Board Members, the amount of the annual assessment charged to the Lot Owners may not exceed the sum of \$150.00 per year, payable on or before January 15<sup>th</sup> of each year, adjusted for inflation, unless the amount of the annual assessment is approved by at least three-fourths (3/4) of the Lot Owners in the Subdivision. Until such time as the Association shall be formed by the Homeowners, the Developer shall have the right to assess each individual lot as provided above. In that instance, the Developer shall contribute a like amount for each lot that remains unsold.

11. LIENS. Any amount assessed against an individual Lot which remains unpaid thirty (30) days after said assessment, plus the costs of filing a lien including attorney's fees, becomes due may, at the option of the Association, become a lien against the Lot by placing notice of record with the Peoria County Recorder of Deeds. In order to become a valid lien, said lien must be placed of record within two (2) years of the time said amount claimed became due, with the lien to expire two (2) years after recording of the same. Payment of said lien may be enforced by foreclosure of lien, or any other method permitted by law, and the Association may recover reasonable attorney's fees and court costs incurred in recovery of amounts due.



IN WITNESS WHEREOF, THE UNDERSIGNED HAVE AFFIXED THEIR SIGNATURES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

DEVELOPER:

DEAN CUSTOM BUILDERS, INC.

By: [Signature]  
Brandon L. Dean  
Its President

DEVELOPER:

ARMSTRONG BUILDERS OF PEORIA, INC.

By: [Signature]  
Tom Armstrong  
Its Secretary

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF PEORIA )

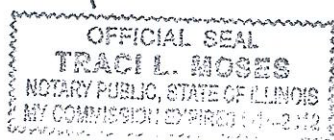
I, the undersigned, a Notary Public in said County, in the State aforesaid, DO HEREBY CERTIFY that **Brandon L. Dean**, who is personally known to me to be the President of Dean Custom Builders, Inc., and whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act as such President, and as the free and voluntary act of such company for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute such instrument. Given under my hand and Notarial Seal this 23 day of September, 2010.



[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF PEORIA )

I, the undersigned, a Notary Public in said County, in the State aforesaid, DO HEREBY CERTIFY that **Tom Armstrong**, who is personally known to me to be the Secretary of Armstrong Builders of Peoria, Inc., and whose name is subscribed to the foregoing instrument as such Secretary, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act as such Secretary, and as the free and voluntary act of such company for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute such instrument. Given under my hand and Notarial Seal this 23 day of September, 2010.



[Signature]  
Notary Public

## **EXHIBIT A**

Lots 30 through 62 in COPPER CREEK SUBDIVISION, SECTION TWO, a Subdivision of part of Lots Two (2) and Three (3) of Chinuge Fields Subdivision, a Subdivision of a part of the Northeast Quarter of Section Twenty-five (25), Township Ten (10) North, Range Seven (7) East of the Fourth Principal Meridian, as shown on the Plat thereof recorded September 20, 2010 in Plat Book 12, Page 47 as Document No. 2010-023430, situated in the City of Peoria, Peoria County, Illinois.

Property Tax Number: Part of 08-25-200-019