

DECLARATION OF
RESTRICTIONS -
PEORIA COUNTY

PREPARED BY AND
RETURN TO:

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PEORIA COUNTY
RECORDS & CLERK

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C. M. Rock
RECORD OF DEEDS

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DECLARATION OF RESTRICTIONS FOR
DEERFIELD

THIS DECLARATION OF RESTRICTIONS is made this 15th day of September, 1995, by WOODCREST ASSOCIATES, an Illinois General Partnership, hereinafter referred to as the "Developer", for certain property, which shall hereinafter be referred to as the "Subdivision", and is legally described as follows:

Lots 1-20 of Deerfield, a Subdivision of part of the Southeast Quarter of Section 22, Township 10 North, Range 7 East of the Fourth Principal Meridian, situate, lying and being in the County of Peoria, State of Illinois, as shown by Plat recorded in Plat Book 5, Page 121, as Document No. 95-22522, in the Office of the Peoria County Recorder of Deeds

INDEX TO LOTS 1-20 inclusive, Deerfield

PIN Division of: 08-22-400-001

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

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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 exterior walls of any building, garage, enclosed porch, or swimming pool 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 or rear lot lines than ten percent (10%) of the respective width or depth of the lot at such point. Larger setbacks may be required by applicable zoning regulations.
 - b) **Footage/Style Requirements.** As to residences of one level, the first floor living area shall have a total living area, exclusive of garage and basement, of not less than 2000 square feet. Residences of more than one level shall have a total living area of not less than 1200 square feet on the main level and not less than 2600 square feet total. No residence shall exceed two and one-half stories in height. No split level homes or bi-level homes shall be permitted.
 - c) **Permitted Exteriors.** No wall board, 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, aluminum 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. Forty percent of the front exterior of all residences (excluding garage doors) shall be brick.
 - d) **Garages.** Each residence constructed on a lot in the Subdivision shall contain an attached, enclosed garage adequate to store, at a minimum, 3 standard-sized passenger vehicles. Garages shall have a minimum interior depth of 24 feet and, in the sole opinion of the Developer, provide adequate space for storage of materials and equipment (in addition to storage space for vehicles) so as to eliminate the need for out-buildings (which are prohibited within the Subdivision). Any such garage shall be in conformity with the attached residence as to exterior, architecture and location.
 - e) **Septic Requirements.** All residences shall connect with a septic system of

adequate size which shall be constructed in accordance with all applicable health codes. The location of all septic tanks and septic fields must be approved in writing by Developer prior to construction. Unless required by topographics, all septic fields shall be located to the rear of a residence.

- f) **Excavation.** All materials excavated from any lot in the Subdivision shall be removed from the Subdivision unless permission is otherwise granted in writing by the Developer.
- g) **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. Only in-ground pools shall be permitted. The initial or primary filling of pools shall be done with water brought into the Subdivision. Pools shall not be filled from wells within the Subdivision.
- h) **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 insure a smoothly joining entrance, with a radius of return of at least five (5) feet.
- i) **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 years of purchase from the Developer. Sidewalk size, placement, and type of material are to be in accordance with the standards adopted by the City of Peoria, Illinois, as of August 1, 1995, with all sidewalks to be in conformity with other sidewalks in the Subdivision.
- j) **Propane Tanks.** Any propane tanks shall be concealed from view from the roadways in the Subdivision. The Developer shall approve the location of any propane tanks. The Developer, at Developer's sole option, may require that propane tanks be partially buried or otherwise concealed from view in an acceptable manner.
- k) **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 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 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 have been received by the 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 the Developer prior to continuation of construction.

- 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 (if required by a governmental agency) 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 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 runs or enclosures must be approved in writing by the 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 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 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 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 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, 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 a garage on the owner's property. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways.
- 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) **UTILITY 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 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.
- 13) **DETENTION BASIN EASEMENTS.** As indicated on the plat of the Subdivision, Lots 7, 8, 10, 13, and 14 are subject to easements in favor of the Homeowner's Association for detention basin maintenance. The Developer, the Homeowner's Association, and/or their agents and employees, shall have access across such lots for the purpose of maintaining said detention basins. Any damage caused during maintenance to improvements on such lots including, without limitation, lawns and landscaping, shall be promptly restored to its previous condition at the sole expense of the responsible party. Until formation of the Homeowner's Association, the Developer shall be responsible for maintaining such detention basins in proper working order. After formation of the Homeowner's Association, the Association shall assume such obligation. The Developer shall have the right to annually assess each lot owner 1/20th of the cost of maintaining such detention basins.
- 14) **SIGN EASEMENTS.** The triangular areas at the entrance into the Subdivision shown on the plat of the Subdivision as easements to the Homeowner's Association for signage and landscaping shall be maintained by the respective lot owners owning such lots until such time as such areas are landscaped or have signage placed thereon by the Developer or the Homeowner's Association. After landscaping or placement of signage by the Developer or the Homeowner's Association, such landscaping and/or signage shall be

maintained by the Developer until the formation of the Homeowner's Association at which time the responsibility for maintenance shall be assumed by the Homeowner's Associates.

- 15) **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, 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.
- 16) **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 unless adequate street lighting is otherwise provided.
- 17) **FENCING.** No enclosures or fences shall be constructed along or within the borderline of any lot. The Developer may approve fences required by applicable ordinances necessary to enclose outdoor, in-ground swimming pools.
- 18) **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 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 of the total lot owners in the Subdivision, with the collective owners of each lot to have one vote in regards 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. However, it is expressly acknowledged that until the sale of all of Lot 20 of the Subdivision, the Developer reserves the right to amend these Restrictions without limitation as to Lot 20, provided that Lot 20 shall only be used for one or more

single family residences and/or as a means of access to adjacent property.

- 19) **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.
- 20) **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.
- 21) **ASSIGNMENT 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. After the Developer sells all lots in the Subdivision, all of the Developer's rights shall automatically be assigned to the Deerfield Homeowners' Association.
- 22) **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.
- 23) **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 fraud or gross negligence.
- 24) **PROVISIONS REGARDING WELLS.** The following provisions regarding the construction, maintenance, and use of wells within the Subdivision shall apply:
 - a) **Developer Installation.** The Developer, at the Developer's sole expense, shall provide each lot owner within the Subdivision either a private well or access to a shared well. All wells constructed by the Developer shall be constructed in accordance with all applicable health codes. Upon initial purchase of a lot from the Developer, the Developer shall cause the well to be completed and able to function within 90 days of the date of closing. The "well" to be provided shall only consist of a drilled and capped well and shall not include the pump or other well hardware. Once the Developer has provided a well, or access to a well, that provides water of adequate purity in amounts adequate for typical residential use, the Developer shall have no continuing obligation to maintain the well or to guarantee an adequate supply of water. Delivery of a well system that initially

provides water of acceptable purity in adequate amounts shall be the limitation of the Developer's responsibility and liability.

- b) **Easements.** If a well on a particular lot should ever fail to produce adequate amounts of potable water, an express, perpetual easement is hereby granted across all lots in the Subdivision for other lot owners to connect with wells within the Subdivision. Said easement shall be for the purpose of installation and maintenance of underground water lines connecting to wells within the Subdivision. Any such construction, if required, shall be positioned so that the placement of such underground water lines do not impact upon existing or anticipated construction, existing trees or other improvements, etc. The location of any such underground water lines shall be detailed in a drawing prepared by a registered surveyor and a copy of the easement, with attached survey, shall be recorded with the Peoria County Recorder of Deeds indexed against all affected properties.
- c) **Water Use.** The Developer reserves the right to from time to time adopt rules and regulations for the prudent use of water within the Subdivision. Any such rules adopted by the Developer shall be recorded with the Peoria County Recorder of Deeds, indexed to all lots in the Subdivision, with a copy to be mailed to all lot owners. Initially, the following rules shall apply:
 - i) **Swimming Pools.** Wells within the Subdivision shall not be used for the initial or primary filling of swimming pools.
 - ii) **General Conservation.** General conservation and common sense use of water is encouraged. Although not required, water conservation methods such as reduced water toilets, limited lawn watering, etc., are encouraged.
- d) **Well Maintenance.** Each lot owner shall be responsible for general maintenance of any well located on such lot owner's property. Additionally all lot owners shall attempt to generally conserve and maintain the integrity of the water supply servicing the Subdivision. No excessive use of water or commission of any act which may reasonably be deemed as a threat to the purity or the integrity of the water supply shall be permitted. It shall be the responsibility of each individual lot owner to have any well on the lot owner's property tested at least as frequently as recommended by the Peoria County Health Department.

25) **PROVISIONS REGARDING SEPTIC SYSTEMS.** The following provisions regarding the construction, maintenance, and use of septic systems within the Subdivision shall apply:

- a) **Health Code Compliance.** All septic fields shall be maintained in proper working order and comply with all applicable health codes.
- b) **Periodic Maintenance.** Septic tanks shall be pumped and maintained with appropriate chemicals or additives in accordance with schedules recommended by

the Peoria County Health Department.

- 26) **STORM SEWER SYSTEM.** No lot owner shall hookup to the storm sewer system serving the Subdivision.

II. HOMEOWNERS ASSOCIATION

- 1) **MEMBERSHIP IN ASSOCIATION.** Upon its formation, all lot owners in the Subdivision shall become members of the DEERFIELD 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 the earlier of:
a) the sale of all of the Developer's interest in the Subdivision, or b) the sale of 75% 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 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) 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) The Association shall be responsible for the care, maintenance, and upkeep of the common areas and entryways 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, landscaping, or common areas.
 - c) 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) 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) 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 the delivery or 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 14 days prior to the meeting. Any such notice shall detail the date, time and place of the initial meeting of the Association, with said meeting to be held within 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 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 regards 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 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) To formulate a budget based on the estimated annual expenses of the Association for maintenance of common areas and organization costs with a reasonable reserve.
 - b) To 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) To 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) To formulate and propose, as part of the initial organization of the Association, general by-laws and guidelines for the Association.
 - e) To pay the bills of the Association and to 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 years, provided, however, that the two Trustees receiving the fewest number of votes at the initial meeting of the Association shall be elected for a term of one year, with their successors to be elected for two year terms. The Trustees 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 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 14 days in advance of the meeting in at least three 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. 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 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 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. Regardless of the budget established by the Trustees, the amount of the annual assessment charged to the lot owners may not exceed the sum of \$100.00 per year, adjusted for inflation, unless the amount of the annual assessment is approved by at least three-fourths of the lot owners in the Subdivision.
- 11) **LIENS.** Any amount assessed against an individual lot which remains unpaid thirty 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 Deeds. In order to become a valid lien, said lien must be placed of record within two years of the time said amount claimed became due, with the lien to expire two years after recording of 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 placed their hands and seals this 15th day of September, 1995.

WOODCREST ASSOCIATES

By: Charles M. Rock

Charles M. Rock, Vice President of Charles
Rock & Associates, Inc., Partner

By: James A. Sipp

James A. Sipp, Partner

03-26192

THIS DOCUMENT
PREPARED BY:

LAWRENCE E.
SCHWENGER, JR.
VONACHEN, LAWLESS,
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PEORIA, IL 61602

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PEORIA COUNTY
STATE OF ILLINOIS

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RECORDER OF DEEDS

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AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS FOR
DEERFIELD

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, for DEERFIELD, a residential real estate Subdivision in Peoria County, Illinois is made this 27th day of MAY, 2003 by the affirmative vote evidenced by the written consent of at least two-thirds of the total lot owners in the Subdivision pursuant to Section 18 of Article I of the original Declaration of Restrictions for Deerfield executed and recorded in the office of the Recorder of Deeds of Peoria County, Illinois on September 15, 1995 as Document No. 95-22523 as amended by First Amendment to Declaration of Restrictions for Deerfield recorded as Document No. 97-22100.

RECITALS:

WHEREAS, WOODCREST ASSOCIATES, an Illinois General Partnership, the Developer of the Subdivision, has by conveyance of title to the last of the 20 lots in said Subdivision become divested of all interest in Deerfield thereby giving the lot owners in said subdivision themselves the power to amend the Declaration of Restrictions for Deerfield pursuant to Section 18 of Article I of said Subdivision's aforesaid original recorded Declaration of Restrictions; and

WHEREAS, the requisite number of lot owners as defined in the aforesaid original Declaration of Restrictions for Deerfield believe that to maintain the collective pride of ownership of the lots and homes thereon in said Subdivision which will cause the individual homes and the Subdivision as a whole to retain or enhance its appeal and value as a first class residential subdivision, as well as to rectify a few perceived ambiguities in the original recorded Declaration of Restrictions for Deerfield and to make the transition of the administration and enforcement of the subdivision restrictions from the Developer to a Homeowners' Association more clear and meaningful, it was appropriate to again amend and to restate the Declaration of Restrictions for Deerfield; and

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WHEREAS, Articles of Incorporation for Deerfield Homeowners Association, as an Illinois Not-for-Profit Corporation, (hereinafter the "Association") have been filed with the Illinois Secretary of State with the initial incorporators to act as the initial directors of the Board of Directors of Deerfield Homeowners Association until the initial meeting of the members of Deerfield Homeowners Association is held.

NOW, THEREFORE, pursuant to the authority granted in Section 18 of Article I of the original recorded Declaration of Restrictions for Deerfield as amended by said First Amendment thereto, but which said First Amendment did not amend the provisions of said Section 18 of Article I, this instrument shall constitute the Amended and Restated Declaration of Restrictions for Deerfield to be effective upon the recording of this instrument in the office of the Recorder of Deeds of Peoria County, Illinois to be indexed against all lots in said Subdivision, namely, Lots 1 through 20, both inclusive.

I. RESTRICTIONS:

- 1) **APPLICATION OF RESTRICTIONS.** Except for Lot 20 and all persons or entities having any interest therein which shall be subject only to paragraphs 3(a), 24 and 25 of this Section I and to all of Section II as well as the "additional restriction" pertaining to said Lot 20 set forth in the said First Amendment to Declaration of Restrictions for Deerfield, all persons, corporations, trusts or other entities that now hold or shall hereafter acquire any interest in any other lot in the Subdivision shall be taken to agree to comply with the covenants, conditions, restrictions and stipulations contained herein as to the use of their lots and the easements provided for the benefit thereof and the said subdivision generally and as relating to 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 restrictions and specifications:
 - a) **Setback Lines.** The exterior walls of any building, garage, enclosed porch, or swimming pool 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 or rear lot lines than ten percent (10%) of the respective width or depth of the lot at such point. Larger setbacks may be required by applicable zoning regulations.

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- b) **Footage/Style Requirements.** As to residences of one level, the first floor living area shall have a total living area, exclusive of garage and basement, of not less than 2000 square feet. Residences of more than one level shall have a total living area of not less than 1200 square feet on the main level and not less than 2600 square feet total. No residence shall exceed two and one-half stories in height. The Association shall not approve plans for either split level or bi-level homes, nor shall any pre-manufactured or pre-fabricated homes, nor any modular homes be permitted by the Association without the written consent of not less than three-fourths of the other lot owners in the subdivision.
- c) **Permitted Exteriors.** No wall board, 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, aluminum 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. Sixty percent (60%) of the front exterior of all residences (excluding garage doors) shall be brick. In the case of brick or stone, there shall be a minimum depth of that surface material of three (3) inches. The use of preformed or manufactured masonry – like panels or masonry panels shall not qualify in meeting the requirement of brick and stone.
- d) **Garages/Outbuildings.** Each residence constructed on a lot in the Subdivision shall contain an attached, enclosed garage adequate to store, at a minimum, 3 standard-sized passenger vehicles. Garages shall have a minimum interior depth of 24 feet. Any such garage shall be in conformity with the attached residence as to exterior architecture and location. Out buildings or other detached structures shall not be constructed on any lot without the prior written approval or affirmative vote of not less than three-fourths (3/4) of the other lot owners in Deerfield.
- e) **Septic Requirements.** All residences shall connect with a septic system of adequate size which shall be constructed in accordance with all applicable health codes. The location of all septic tanks and septic fields must be approved in writing by the Association prior to construction. Unless required by topographics, all septic fields shall be located to the rear of a residence.
- f) **Excavation.** All materials excavated from any lot in the Subdivision shall not be removed from the Subdivision unless permission is otherwise granted in writing by the Association.

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- g) **Swimming Pools.** All swimming pools must be enclosed by fencing approved by the Association 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. Only in-ground pools shall be permitted. The initial or primary filling of pools shall be done with water brought into the Subdivision. Pools shall not be filled from wells within the Subdivision.
- h) **Driveways and Curb Cuts.** Except for the materials used in existing finished driveways, all new or replacement driveways leading from the street to the garage must be of concrete or other materials permitted by the Association. 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. The driveway opening at the curb shall be no greater than the width of the driveway plus a five (5) foot radius on each side. The back of the concrete curb shall be cut away to provide the aforesaid driveway opening. In no case shall the curb and gutter be broken away and reinstalled. The driveway approach from the back of the curb to the property line shall be in concrete. In no event shall any driveway be installed until such a time as the Association has approved the proposed location for said driveway. Lot owners shall be responsible for the payment of the cost of repair of any damage to the street, curb and other subdivision improvements caused by them, their agents or invitees. The Association shall have the right to place a lien against the owner's lot for the amount of any such damages that are not paid for by the owner within thirty (30) days of written notice from the Association requesting payment. Said Lien shall be perfected upon the recording of a Notice of Lien in the office of the Recorder of Deeds of Peoria County, Illinois and may be foreclosed in the same manner as in mortgage foreclosure actions.
- i) **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 years of purchase from WOODCREST ASSOCIATES, an Illinois General Partnership, hereinafter the "Developer". Sidewalk size, placement, and type of material are to be in accordance with the standards adopted by the City of Peoria, Illinois, as of August 1, 1995, with all sidewalks to be in conformity with other sidewalks in the Subdivision.
- j) **Propane Tanks.** Any propane tanks shall be concealed from view from the roadways in the Subdivision. The Association shall approve the location of any propane tanks. The Association may require that propane tanks be

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partially buried or otherwise concealed from view in an acceptable manner provided any such requirement is consistent throughout the Subdivision.

- k) **Garbage/Trash.** Garbage and trash must not be placed curbside for pickup earlier than the day preceding scheduled pickup and the garbage cans must be retrieved from curbside before the end of the day of pickup. Other than on trash pickup days, garbage and garbage cans must be stored within a garage on the owner's property.
- l) **Solar Panels.** Solar panels shall not be installed so as to be visible from the street, nor be raised above or extended beyond the surrounding surface of the structure, including the roof. Detached solar panels shall not be installed.
- m) **Clothes Lines.** Clothes lines, posts or other permanent fixtures for the hanging of clothes outside any dwelling shall not be constructed, erected, installed or maintained in the subdivision except where said posts, lines or fixtures are completely out of view of all neighbors and all streets.
- n) **ATV's, Dirt Bikes and Snowmobiles.** ATV's, dirt bikes, snowmobiles or the like shall not be operated within the subdivision other than between the hours of 10:00 a.m. and dusk.
- o) **Noise.** County noise ordinances shall be abided by all lot owners and their invitees. Lot owners shall use due diligence to insure that barking dogs owned by them do not disturb their neighbors.
- p) **Burning on Street.** No burning on the subdivision streets is permitted at any time.
- q) **Approval of Other Structures.** No building, outbuilding, tower, satellite dish, 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 Association. In no event, however, shall the Association approve any exterior radio towers or antennas or other electronic aerals or antennas in the Subdivision except for a maximum 2.5 foot diameter television dish antenna without the prior written approval or affirmative vote of not less than three-fourths (3/4) of the other lot owners. The Association, 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 Association. The Association may require that samples of all exterior materials be submitted for examination prior to approval. If the Association fails to give written approval or disapproval to such plans and specifications within thirty (30) days after same have been received by the Association, 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 the Association prior to continuation of construction.

- 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 (if required by a governmental agency) 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 Association, at the Association'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 prior written consent or affirmative vote of not less than three-fourths (3/4) of the other lot owners.
- 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 runs or enclosures must be approved in writing or by affirmative vote of not less than three-fourths (3/4) of the other lot owners. No such pets shall be allowed outside the lot lines of its owner's lot unless said pet is at all times on a substantial leash and always under the control of a person old enough to have full control over the animal.

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- 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 Association 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 days of the mailing of such notice, the Association may undertake any such reasonable acts as may be necessary to improve the condition of the lot. Any charges sustained by the Association may be charged to the lot owner, and, at the option of the Association, 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 (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.** Except for overnight parking of frequently used private passenger vehicles on lot driveways, no passenger cars, SUVs, trucks, 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 within the confines of the Subdivision, unless same is enclosed and concealed from view within a garage on the owner's property. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways on which there shall be no overnight parking of the aforescribed chattels whether owned by a subdivision lot owner or his guests.
- 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 or concealed from view.
- 12) **UTILITY 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 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.
- 13) **DETENTION BASIN EASEMENTS.** As indicated on the plat of the Subdivision, Lots 7, 8, 10, 13 and 14 are subject to easements in favor of the Deerfield Homeowner's Association for detention basin maintenance. The said Association,

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and/or their agents and employees, shall have access across such lots for the purpose of maintaining said detention basins. Any damage caused during maintenance to improvements on such lots including, without limitation, lawns and landscaping, shall be promptly restored to its previous condition at the sole expense of the Association. The Association will assume responsibility for maintaining the detention basins in proper working order. The Association shall have the right to annually assess each lot owner for the cost of said maintenance a share equal to the cost in each instance divided by the number of lots in Deerfield times the number of lots owned by the lot owner of the cost of maintaining such detention basins.

- 14) **SIGN EASEMENTS.** The triangular areas at the entrance into the Subdivision shown on the plat of the Subdivision as easements to the Association for signage and landscaping shall be maintained by the respective lot owners owning such lots upon which such subdivision signage easements have been reserved until such time as such areas are landscaped or have signage placed thereon by the Developer or the Association. After landscaping or placement of signage has occurred, such landscaping and/or signage shall be maintained by the Association at which time the responsibility for maintenance shall be assumed by the Association.
- 15) **COMMENCEMENT OF CONSTRUCTION.** A lot owner must commence construction within twenty-four (24) months after the conveyance of title to him, unless a written extension is granted by the Association. If the Association elects to grant any such extension, as a condition to any such extension the Association 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, except the landscaping work, must be completed in accordance with approved plans within nine (9) months after commencement of construction. The minimum landscaping work consisting of removal or spreading of dirt piles, the rolling and leveling of the yard and the seeding or sodding thereof, must be completed within twelve (12) months of occupancy. In the event such construction is not commenced within the allotted time, the Association with the prior written approval or affirmative vote of not less than three-fourths (3/4) of the other lot owners shall have the absolute right, but not the obligation, 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, the Association with the prior written approval or affirmative vote of not less than three-fourths (3/4) of the other lot owners shall have the absolute right, but not the obligation, 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 Association, 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

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Association and the lot owner. Costs of the arbitration shall be equally shared between the Association and the lot owner.

- 16) **OUTDOOR LIGHTING.** All lot owners, upon completion of construction of the residence, shall install in the front area of their lot, suitable, Association-approved, lighting for night illumination of the frontage area of their lot unless adequate street lighting is otherwise provided.
- 17) **FENCING.** No enclosures or fences shall be constructed along or within the borderline of any lot. The Association may approve fences required by applicable ordinances necessary to enclose outdoor, in-ground swimming pools.
- 18) **AMENDMENT OF RESTRICTIONS/PLATS.** By reason of the transfer by sale or otherwise of all of the Developer's interest in the Subdivision, these Restrictions may be amended only 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.
- 19) **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.
- 20) **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.
- 21) **ASSIGNMENT BY DEVELOPER.** By reason of the Developer having transferred by sale or otherwise all lots in the Subdivision, all of the Developer's rights hereunder are hereby deemed automatically assigned to Deerfield Homeowner's Association per Section 21 of the recorded Declaration of Restrictions for Deerfield, as amended, without the need for a written assignment thereof.
- 22) **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 Association will issue a Certificate of Compliance stating that the building or buildings on said lot comply with these Restrictions. Such Certificate shall be conclusive evidence of satisfactory compliance with these Restrictions, except said Certificate shall not be conclusive as to matters of survey.
- 23) **LIMITATION OF LIABILITY.** In no event shall any action or inaction by the Association in regards to the Association's powers or duties expressed herein

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constitute or give rise to any liability against the Association or any of its Directors, officers or members, provided such action or inaction does not constitute fraud or gross negligence.

24) **PROVISIONS REGARDING WELLS.** The following provisions regarding the construction, maintenance, and use of wells within the Subdivision shall apply:

- a) **Developer Installation.** The Developer, at the Developer's sole expense, has provided each lot owner within the Subdivision with either a private well or access to a shared well constructed in accordance with all applicable health codes. Upon the initial purchase of each lot from the Developer, the Developer caused the well to be completed and able to function within 90 days of the date of closing. The "well" provided consisted only of a drilled and capped well and did not include the pump or other well hardware. The Developer's obligation to any lot owner terminated once a well, or access to a well, that provided water of adequate purity per applicable health code standards in amounts adequate for typical residential use. The Developer thereafter had no continuing obligation to maintain the well or to guarantee an adequate supply of water. Delivery of a well system that initially provides water of the aforesaid purity in adequate amounts was the limitation of the Developer's responsibility and liability.
- b) **Easements.** If a well on a particular lot should ever fail to produce adequate amounts of potable water, an express, non-exclusive but perpetual easement is hereby granted for the benefit of that lot (the "Dominant Lot") across the immediately adjoining lot in the Subdivision (the "Servient Lot") whose well is in closest proximity to a lot line of the lot with the dry or substantially dry well for the adjoining lot owner to connect with the closest working well. Said easement shall be for the sole purpose of installation and maintenance of an underground water line connecting to the nearest working well located on an immediately adjoining lot. The location of the underground water line shall be positioned on the Servient Lot by agreement of both the Dominant and Servient lot owners so that its placement does not impact upon existing or anticipated construction, existing trees or other improvements on the Servient Lot impacted by such easement. Any damage to the surface or to any structure on the Servient lot caused by the installation and maintenance of the new water line within the easement shall be repaired to the same condition as before the damage occurred at the expense of the lot owner benefited by the easement in each instance. The location of any such underground water lines shall be detailed in a drawing prepared by a registered surveyor and a copy of the easement, with attached survey, shall be recorded with the Peoria County Recorder of Deeds indexed against all affected properties.

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- c) **Water Use.** Because all water wells in the subdivision operate from the same aquifer, the Association shall have the right from time to time to adopt rules and regulations for the prudent use of water within the Subdivision. Any such rules adopted by the Association shall be mailed to all lot owners. Initially, the following rules shall apply:
 - i) **Swimming Pools.** Wells within the Subdivision shall not be used for the initial or primary filling of swimming pools.
 - ii) **General Conservation.** General conservation and common sense use of water is encouraged. Although not required, water conservation methods such as reduced water toilets, limited lawn watering, etc., are encouraged.
 - d) **Well Maintenance.** Each lot owner shall be responsible for general maintenance of any well located on such lot owner's property. Additionally all lot owners shall attempt to generally conserve and maintain the integrity of the water supply servicing the Subdivision. No excessive use of water or commission of any act which may reasonably be deemed as a threat to the purity or the integrity of the water supply shall be permitted. It shall be the responsibility of each individual lot owner to have any well on the lot owner's property tested at least as frequently as recommended by the Peoria County Health Department.
- 25) **PROVISIONS REGARDING SEPTIC SYSTEMS.** The following provisions regarding construction, maintenance, and use of septic systems within the Subdivision shall apply:
- a) **Health Code Compliance.** All septic fields shall be maintained in proper working order by the lot owner(s) of the lot upon which the septic field is located and in each instance comply with all applicable health codes.
 - b) **Periodic Maintenance.** Septic tanks shall, at the expense of the lot owner(s) upon whose lot the septic tank is located, be periodically pumped and maintained with appropriate chemicals or additives in accordance with schedules recommended by the Peoria County Health Department.
- 26) **STORM SEWER SYSTEM.** No lot owner shall hookup to the storm sewer system serving the Subdivision.

II. HOMEOWNER'S ASSOCIATION

- 1) **MEMBERSHIP IN ASSOCIATION.** All lot owners in the Subdivision shall automatically become members of the DEERFIELD HOMEOWNERS'

ASSOCIATION, an Illinois Not-for-Profit Corporation (hereinafter referred to as the "Association") upon acceptance of a deed to a lot in the Subdivision. 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 membership in the Association.

- 2) **FORMATION OF ASSOCIATION.** The Association was formed after the transfer of all of the Developer's interest in the Subdivision per the terms of the original Declaration of Restrictions for Deerfield recorded in the Office of the Recorder of Deeds of Peoria County, Illinois, as Document No. 95-22523, as amended by First Amendment thereto recorded as Document No. 97-22100. The Association shall record its Articles of Incorporation in the office of the Recorder of Deeds of Peoria County, Illinois to be indexed to each lot in the Subdivision.
- 3) **OPERATION OF THE ASSOCIATION.** The Association's Incorporators, as its initial Board of Directors, may adopt initial customary not-for-profit by-laws for operation of the Association as a not-for-profit corporation.
- 4) **POWERS AND DUTIES OF ASSOCIATION.** From the date of recording of this instrument in the office of the Recorder of Deeds of Peoria County, Illinois, the Association shall have the following powers and duties:
 - a) 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) The Association shall be responsible for the care, maintenance, and upkeep of the common areas, the water detention basin easements, the storm sewer easements and entryways of the Subdivision, with said areas to include, without limitation, such areas as may hereinafter be subject to easements in favor of the Association for maintenance of Subdivision signs, landscaping, or common areas.
 - c) 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.
 - d) The Association shall have all rights otherwise reserved to the Developer.
- 5) **INITIAL MEETINGS OF THE ASSOCIATION'S MEMBERS AND BOARD OF DIRECTORS.** Notice of the initial meeting of the members of the Association shall be provided by the Incorporators of the Association by either the delivery or mailing of notice, regular mail, to each lot owner in the Subdivision,

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or by the posting of a notice of the meeting in at least three conspicuous locations in the Subdivision at least 14 days prior to the meeting. Any such notice shall detail the date, time and place of the initial meeting of the members of the Association, with said meeting to be held within 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 14 days. The Incorporators of the Association may conduct the initial meeting of members until such time as the first election of directors. If the Incorporators 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. The initial meeting of the first elected Board of Directors of the Association shall be held immediately after the duly called initial meeting of the Association's members.

- 6) **VOTING RIGHTS.** In regards to all Association matters, one vote may be cast by the collective owners of any lot in the Subdivision. Voting on 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 DIRECTORS.** At the initial meeting of the members of the Association, each lot owner shall be entitled to cast one vote for each lot owned except in the case of multiple owners of one lot who shall cast one collective vote for their lot or one collective vote for each of their lots if they own more than one for the election of Directors of the Association. Those three individuals receiving the highest total of votes shall be elected as Directors of the Association. The Directors shall have the following rights and duties:
 - a) To formulate a budget based on the estimated annual expenses of the Association for maintenance of common areas and organization costs with a reasonable reserve.
 - b) To 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) To employ, on behalf of the Association, such maintenance or service personnel as may be required to provide services to the common easement 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) To formulate and propose, as part of the initial organization of the Association, general by-laws and guidelines for the Association.


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- e) To pay the bills of the Association and to maintain accounts, books and records in accordance with standard accounting practices.
- 8) **PROVISIONS RELATING TO DIRECTORS.** Unless and until the Association adopts new By-Laws, each Director shall be elected for a period of two (2) years, provided, however, that the two Directors 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 two (2) year terms. The Directors shall provide for at least an annual meeting of the members of the Association to be held at a reasonable time and place, which meeting shall include the election of new Directors, 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 14 days in advance of the meeting in at least three (3) places in the Subdivision. Directors shall not be entitled to receipt of compensation for their acts as Directors, nor shall any Director receive compensation for professional advice provided to the Association. Absent fraud or gross negligence, no Director or officer of the Association 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, with multiple owners of a lot having only one collective vote for that lot.
- 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 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. Regardless of the budget established by the Association, the amount of the annual assessment charged to the lot owners may not exceed the sum of \$150.00 for the first year and \$100.00 per year thereafter, unless a different annual assessment amount is approved by the prior written consent or affirmative vote of at least three-fourths of the lot owners in the Subdivision, with multiple owners of a lot having only one collective vote for that lot.
- 11) **LIENS.** Any amount assessed against an individual lot which remains unpaid thirty days after said assessment becomes due shall bear interest after said thirty (30) days until paid at national prime plus 2%, and 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

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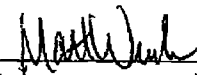
due, with the lien to expire two (2) years after recording of same if suit to enforce that lien is not filed in the circuit court of Peoria County, Illinois within said two (2) year period. Payment of said lien may be enforced by foreclosure of lien, or any other method permitted by law, and the Association may recover reasonable attorney's fees and court costs incurred in recovery of amounts due.


IN WITNESS WHEREOF, the undersigned lot owners have executed this instrument to be effective on the date and year first above written.

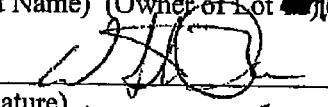
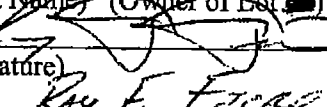

(Signature)
Dan Palabala
(Print Name) (Owner of Lot 1)

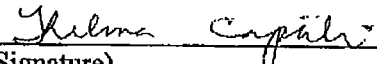
(Signature)
(Print Name) (Owner of Lot 2)
Larry Robbins
(Signature)
Larry Robbins
(Print Name) (Owner of Lot 3)

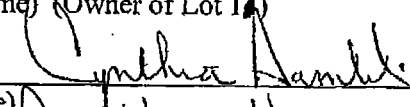
(Signature)
(Print Name) (Owner of Lot 4)
David S. Zempel
(Signature)
David S. Zempel
(Print Name) (Owner of Lot 5)
Stephen W. Blessin
(Signature)
Stephen W. Blessin
(Print Name) (Owner of Lot 6)

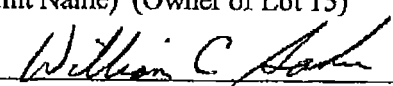

(Signature)
Mark Wessels
(Print Name) (Owner of Lot 7)

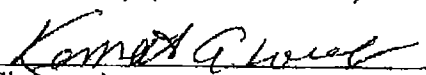

(Signature)
Mann PATIDAR
(Print Name) (Owner of Lot 14)


(Signature)
W. Stan Born
(Print Name) (Owner of Lot 13)

(Signature)
Ray F. Fears
(Print Name) (Owner of Lot 12)


(Signature)
Thelma CAPATI
(Print Name) (Owner of Lot 11)


(Signature)
Cynthia Hamblin
(Print Name) (Owner of Lot 15)


(Signature)
William C. SAAM
(Print Name) (Owner of Lot 16)


(Signature)
Kenneth A. Weas
(Print Name) (Owner of Lot 17)

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Kevin M. Scott
(Signature)

(Print Name) (Owner of Lot 8)

John G. Butler
(Signature)

(Signature) John G. Butte
(Print Name) (Owner of Lot 9)

Elizabeth A. Wray
(Signature)

(Signature) Elizabeth A. Wern
(Print Name) (Owner of Lot 10)

Karen H. Dunbar
(Signature)

(Print Name) (Owner of Lot 18)

x Mary J Dietrich
(Signature)

MARY J. DIETRICH
(Print Name) (Owner of Lot 19)

(Signature)

(Print Name) (Owner of Lot 20)

Index to Lots 1 through 20, both inclusive, in DEERFIELD, a Subdivision of part of the Southeast Quarter of Section 22, Township 10 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois as follows:

Lot 1 - 08-22-403-008
Lot 2 - 08-22-403-007
Lot 3 - 08-22-403-006
Lot 4 - 08-22-403-005
Lot 5 - 08-22-403-004
Lot 6 - 08-22-403-003
Lot 7 and Part of Lot 8 - 08-22-403-011
Part of Lot 8 - 08-22-403-010
Lot 9 - 08-22-402-001
Part of Lot 10 - 08-22-402-007
Part of Lot 10 - 08-22-402-008
Part of Lot 11 - 08-22-402-009
Part of Lot 11 - 08-22-402-010
Lot 12 - 08-22-402-006
Lot 13 - 08-22-402-003
Lot 14 - 08-22-402-004
Lot 15 - 08-22-404-001
Lot 16 and part of Lot 17 - 08-22-404-006
Part of Lot 17 - 08-22-404-007
Lot 18 - 08-22-404-004
Lot 19 - 08-22-404-005
Lot 20 - 08-22-403-009

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