

DECLARATION OF RESTRICTIONS  
FOR  
HICKORY GROVE ESTATES  
PEORIA COUNTY, ILLINOIS

THIS DECLARATION OF RESTRICTIONS is made this tenth day of July, 1981, by Hickory Grove Associates, the owner of and hereinafter designated Subdivider of Hickory Grove Estates, a subdivision generally of a part of the North Half of the Southeast Quarter of Section 20, Township 10 North, Range 8 East of the Fourth Principal Meridian, Peoria County, Illinois.

All the lots in the above described Hickory Grove Estates shall be subject to the following covenants, conditions and restrictions, and all persons, corporations, or trusts who now hold or shall hereafter acquire any interest in any part of Hickory Grove Estates shall be taken to agree and covenant with the others thereof, and with their successors and assigns to conform to and observe the covenants, conditions, restrictions and stipulations herein as to the use thereof, and the construction of residences and improvements thereon.

1. All lots in Hickory Grove Estates shall be used for single family residential purposes only.

2. No building shall be erected, placed or altered on any lot until the building plans, specifications, and plot plan, showing the location of such building, have been approved in writing by the Subdivider as to the conformity and harmony of external design with existing structures in the subdivision, as to location of the building with respect to topography and finish ground elevation, and as to conformity with these restrictions. In the event the Subdivider fails to approve or disapprove such building plans, specifications and plot plan within thirty (30) days after such have been submitted to it or in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required, and this covenant shall be deemed to have been fully complied with.

3. Construction of residences shall be governed by the following specifications:

- (a) No dwelling house shall exceed 2-1/2 stories in height.
- (b) No dwelling house constructed on any lot shall have less than the following minimum number of square feet of enclosed living space, exclusive of garage, porches and breeze-ways.

radius of the return of the driveway shall be five feet. No fills or embankment shall be made within the subdivision of materials other than earth, gravel, stone or such other masonry materials as are approved by the Subdivider. The lot owner shall be responsible for the payment for any damage to the street, curb, and other subdivision improvements caused by him or his agents.

- (k) All garbage or trash cans shall be recessed in the ground and covered by a permanent lid or otherwise concealed from view.
- (l) Each dwelling house shall be constructed with an attached, enclosed garage with a capacity of not less than two and not more than four passenger automobiles.
- (m) No material excavated by reason of building or other construction shall be removed from the subdivision boundaries without the permission of the Subdivider. All sanitary sewage systems shall be constructed in accordance with all applicable governmental regulations and the location of all septic tanks, sand filter beds, or other sanitary sewage disposal systems shall be approved by the Subdivider prior to the installation thereof. All sanitary sewage disposal systems shall be maintained in a healthful and sanitary condition.
- (n) No permanent clotheslines or posts or other permanent appliances for hanging clothes outside shall be constructed or maintained.
- (o) In conjunction with each dwelling house, if there shall be constructed a freestanding lamp post, it shall be of a design approved by the Subdivider, which lamp post shall be located on a line fifteen feet from and parallel to the curblines of the roadway fronting the lot. Such lamp post shall be fitted with an automatic illuminating device which will illuminate the lamp post fixture at dusk. The owner of each dwelling house shall maintain said lamp post in proper operating condition at all times.
- (p) In conjunction with each dwelling house there shall be installed a mailbox of a design approved by the Subdivider and such mailbox shall be located in conformity with regulations of the United States Postal Service. In the event that mail delivery is provided to the door of the dwelling houses in the

equipment. Similarly, the right is hereby also granted to use the streets and public walkways, where necessary, for public utility equipment; provided the right to use the streets and walkways, where necessary, for public utility purposes is granted upon the condition that such use does not obstruct the same or interfere with their use as streets and walkways. No permanent building or structure shall be placed on such easements but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of such easements for public utility purposes.

9. Where applicable, each lot in the Subdivision shall be charged with and the owner of such lot shall be responsible for the payment of fire hydrant rentals due to the Peoria Water Company, its successors and assigns. Such liability shall be imposed on a proportionate basis. The charges for hydrant rental shall be collected from each lot owner by Subdivider and after formation of the Homeowners Association by such Association. Such amounts due shall constitute a lien as is provided for other assessments under the provision of these restrictions relating to the Homeowners Association.

10. Each owner of a lot in the subdivision must commence construction of a dwelling house within four (4) years after purchase of his lot and must complete such construction within one (1) year thereafter. Construction shall include construction of the dwelling house and its appurtenances, the driveway, finish site grading and such ground covers as to prevent any soil erosion on the lot. In the event such construction is not commenced, the Subdivider shall have the absolute right, at its option, to repurchase the lot by repayment of the original purchase price in cash. In the event a dwelling is commenced but not completed within a year thereafter, Subdivider shall have the absolute right, at its option, to repurchase such lot for the original purchase price, plus 90% of the fair cash market value of the partially completed dwelling thereon. If an agreement cannot be reached as to the fair market value thereof, the same shall be determined by arbitration by an arbitrator to be appointed by the lot owner, an arbitrator to be appointed by the Subdivider and, if necessary, a third arbitrator to be appointed by the first two arbitrators, and the decision of the majority shall be binding upon both owner and Subdivider. The Subdivider shall have the right to waive or amend the restrictions herein provided by written statement provided to the lot owner.

11. The within covenants are to run with the land and shall be binding on all parties acquiring any interest in the property or lots covered hereby, and all persons claiming under them until the same shall be amended, altered or rescinded.

12. These restrictions, reservations and covenants may be altered, amended or rescinded by a declaration in writing signed by the Subdivider, until such time as the Home Owner's Association as hereinafter provided for, shall be formed, and thereafter any alteration, amendment or rescission shall be made by declarations shall be in writing, and filed in the Office of the Recorder of Deeds of Peoria County, Illinois, and such alteration, amendment or rescission shall not be valid or binding until so recorded.

13. Any alterations implemented by the Home Owner's Association shall be generally consistent with the overall

- (b) Upon the sale of 50% of the lots in Hickory Grove Estates together with the written approval of the Subdivider.

Said organization shall be effected by instrument in writing, signed by the requisite number of lot owners, and the Subdivider if organized with its approval, and recorded in the Office of the Peoria County Recorder of Deeds, Peoria County, Illinois.

1. For the purpose of voting at any meeting of the Association, there shall be one vote with respect to each lot in the subdivision. The person entitled to vote at any meeting of the Association shall be the owner or one of the owners of the lot in the subdivision. Voting shall be done in person at a meeting of the Association or by proxy signed by the owner or one of the owners of the lot. Decisions of the membership of the Association shall be by majority vote of all lots in the subdivision.

2. The Association shall be managed by three (3) Trustees, elected by members of the Association at a meeting held for such purpose. The first meeting of the Association shall be held within fourteen (14) days from the date of recording the instrument creating the Home Owner's Association. Each of the Trustees elected shall be an owner of a lot in the subdivision and shall serve for a term of one (1) year or until a successor is duly elected. The first meeting of the Trustees shall be held within ten (10) days after the Trustee's election and at such time the Trustees shall elect from their number a President, Secretary, and a Treasurer, all of whom shall serve for one (1) year or until their successors are elected. The Secretary shall keep complete records of all actions and proceedings of the Trustees, and the Trustees are hereby authorized to act for and on behalf of the Association, and as may be directed by members thereof.

3. The Trustees may call special meetings of the Association by giving ten (10) days prior written notice to its members. Such notice to a member shall be either personally served or a notice mailed to the last known residence address of the member. Annual meetings of the Association shall be held at such time and place as is designated by the Trustees. The Trustees or the Association shall adopt such by-laws as they from time to time deem necessary or advisable provided that such by-laws are not inconsistent with these provisions.

4. When organized, the HICKORY GROVE ESTATES HOME OWNER'S ASSOCIATION shall have the following powers and duties; provided, however, that nothing hereinafter contained shall prevent any owner from enforcing any restrictions or covenants in his own name.

- (a) To elect Trustees and delegate powers and duties thereto.
- (b) To provide for a general fund to enable said Association to perform its duties and to maintain the improvements described herein.
- (c) To enforce in the name of the Association or in the name of any owner within the sub-

lien on said real estate in any court in Peoria County having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Associations to bring suite to enforce liens as soon as they become delinquent. Such lines shall continue for a period of one year from the date of delinquency but no longer unless that within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall be valid until the assessment is paid.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Subdivider are, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Subdivider or for the purpose or with the intention of binding said Subdivider personally but are made and intended for the purpose of binding only that portion of the property specifically described herein, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Subdivider on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Subdivider in this instrument, either expressed or implied, and all such personal liability, if any, is expressly waived and released.

By: [Signature]  
for Subdivider of Hickory Grove Estates

I, the undersigned, a Notary Public, in and for the County of Peoria and State of Illinois, DO HEREBY CERTIFY THAT Timothy M. Crowley, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial seal this 10<sup>th</sup> day of July, 1981.

[Signature]  
Notary Public  
My Commission Expires Jan 12 1982  
