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PEORIA COUNTY
STATE OF ILLINOIS

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C. D. Williams
RECORDER OF DEEDS

PEORIA COUNTY

This Instrument Prepared by

Robert S. Wilkins, Pres.
Nettle Creek Corporation
721 W. Lake Avenue
Peoria, IL 61614

23

**DECLARATION OF RESTRICTIONS
FOR
NETTLE CREEK SUBDIVISION**

The undersigned, Nettle Creek Corporation, an Illinois corporation, hereinafter referred to as "Developer", owner of all the lots in Nettle Creek, a subdivision, a part of the South One-Half of the Southeast Quarter of Section Twenty Two (22), Township 10 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois, does hereby subject said subdivision and each lot therein to the following covenants, easements and restrictions:

All of the following are intended to constitute a general plan for the benefit of and enforcement by all present and future owners or parties in interest of any of the lots in the aforesaid subdivision.

A. Occupancy and Use

1. All of the lots shall be used for single family residential purposes only. There shall only be one private single family dwelling (residence) per lot. No other type of dwelling shall be permitted.
2. A dwelling shall not be occupied by any religious or secular group other than a single family that is related by blood, marriage or adoption.
3. It shall not be permissible to lease or rent out a portion of the premises on any lot; however, it shall be permissible to lease the entire structure.
4. A lot or building structure, improvement or fixture thereon shall not be used to carry on any business (including garage

94-31302

10/12

sales), trade, occupation or profession. No lot in the subdivision nor any structure erected thereon shall be used for any immoral or unlawful purpose.

B. Construction

The construction of a single family residence on a lot in the subdivision shall be governed by the following covenants, restrictions and specifications:

1. A dwelling, garage, deck, or porch shall not be erected or maintained closer than fifty (50) feet from the front property line, nor thirty (30) feet from the back and side property lines. Should a hardship by a property owner be accepted by the Developer or Plan Approval Committee, the front yard set back shall be no less than the minimum set back lines of thirty (30) or thirty-five (35) feet, as the case may be, as shown on the plat of the subdivision.
2. A private dwelling constructed on any lot must have the following minimum square footage of enclosed living area, exclusive of garages, porches, decks, breezeways and basements.
 - a. Residences of one level shall have a minimum of 2,200 square feet.
 - b. Residences of one and one-half (1½) stories (or multi-level construction) shall have a minimum of 2,600 square feet with the first floor area being not less than 1,600 square feet.
 - c. Residences of two (2) or more stories shall have a minimum of 3,000 square feet with the first floor area being not less than 1,600 square feet.
 - d. Each home shall have a basement area of at least 1,000 square feet.
3. All garages must be attached to and be an integral part of the dwelling, shall conform to the main structure in character and design, and shall be constructed for not less than three (3) passenger cars nor more than four (4).
4. Only new material, except brick, shall be used in the construction of any building. Each home shall have a minimum of seventy-five (75%) percent brick, stone or synthetic type stucco (eg. Drivit) on the exterior front (street side) elevation. The balance of the exterior may be brick, stone, synthetic type stucco or wood. Aluminum/vinyl siding may not be used. In the case of brick or stone, there shall be a minimum depth of that surface material of three (3) inches. The use of pre-formed or manufactured masonry-like panels or masonry panels shall not qualify in meeting the requirement.

Concrete block may not be exposed above finished grade of a brick or stone elevation. When using synthetic type stucco or

28/12

94-31302

wood, concrete block may not be exposed more than twelve (12) inches on front and side elevation.

The exterior of any chimney shall be constructed of brick, stone, synthetic type stucco or wood, however, when chimney is a front elevation, wood may not be used. Soffits, gutters, downspouts, windows and doors may be constructed of aluminum.

Roof pitch shall be a minimum of 8/12 on a ranch and 6/12 on a multi-level home. A dwelling shall not exceed 35 feet in height. Roofing materials shall be architectural style shingles, shakes, slate or tile. Standard 3-tab shingles shall not be allowed.

5. Pre-manufactured, prefabricated or modular homes shall not be erected or placed on any lot.
6. Trees in the subdivision may not be removed nor the slope or other topography of any lot altered or changed except by the express written consent of the Developer or, when organized, the Nettle Creek Homeowner's Association. Nothing herein shall be deemed to prevent normal tree care and trimming of any trees on said lots.

In preparation of the site for a home to be built, trees in excess of six (6) inches in diameter shall not be destroyed or removed without consent of the Developer or the Plan Approval Committee. If any such tree is removed without approval, the owner shall replace the tree with a similar tree.

7. Out buildings or other detached buildings, structures, improvements or fixtures shall not be constructed on any lot without prior written approval of the Developer or Plan Approval Committee.
8. Above-ground swimming pools are prohibited. The Developer or Plan Approval Committee shall not approve the construction of any swimming pool, hot tub or the like unless all the machinery and filtering equipment are either recessed in the ground or placed inside a housing. A swimming pool or tennis court shall not be constructed until after the residence on the lot has been substantially completed.
9. Exterior radio towers, radio antennas or other electronic aerials or antennas shall not be erected or installed on any lot or on the exterior of any residence except for a maximum of a 2½ foot diameter dish antenna not visible from the street.
10. 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.
11. A fence or hedge shall not be constructed, erected, installed or planted on any lot without the prior written approval of the Developer or Plan Approval Committee. Requests shall be

94-31302

3812

in writing in accordance with the following Section E, entitled "Plan Approval".

Animal pens shall not be constructed for more than one (1) dog or house pet and must have prior written approval of the Developer or Plan Approval Committee. The Developer or Plan Approval Committee reserves the right to deny the type or breed of pet.

12. 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 ground away to provide for 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. From the property line to the residence, the driveway may be of concrete, pavers, bricks, or asphalt as provided for in the plans and specifications submitted to the Developer or the Plan Approval Committee. In no event shall any driveway be installed until such a time as the Developer or Plan Approval Committee 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. Developer, or Nettle Creek Homeowner's Association when organized, shall have 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 Developer or Nettle Creek Homeowner's 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.

13. A post light or lantern containing a minimum bulb size of 150 watts, controlled entirely by a photoelectric cell shall be installed by each lot owner at the time of home construction. Location of the light shall be on the street side of the lot, shall be fifteen (15) feet from the curb line and not more than ten (10) feet from the driveway serving said lot. The Developer or Plan Approval Committee may adopt uniform lamp post design requirements.
14. Mail boxes shall conform with the character, color and design of the subdivision and shall be approved by the Developer or the Plan Approval Committee. The Developer or Plan Approval Committee may adopt uniform mail box design requirements, together with the requirements specified by the U.S. Postal Service.
15. Material excavated by reason of building or other construction on any lot shall not be removed from the subdivision boundaries without the permission of the Developer or Plan Approval Committee. Said excavation material shall be placed, if desired, within the subdivision at the direction of the

Developer or Plan Approval Committee at the expense of the lot owner.

16. Tanks or other receptacles for the storage of liquid or gas fuels shall not be permitted to be erected or maintained above or below the ground when natural gas is available. All such tanks or receptacles, when required, shall be first approved by Developer or Plan Approval Committee before being buried beneath the ground and/or screened from view and shall conform to all the laws and standards relating thereto, including rules and regulations of Federal and State environmental protection agencies.
17. In the approval of all plans, the Developer or the Plan Approval Committee shall take into consideration preservation of the natural area of the lot and shall examine the proposed plans of the lot owner submitted for approval as they relate to conservation of the balance of the lot not occupied by the footprint of the residence proposed to be built. The Developer or Plan Approval Committee may approve or disapprove the proposed conservation activities proposed by the lot owner and direct plans for improvement of the site and appropriate action as it relates to conservation of the natural filaments on the lot.
18. Storm water shall be directed away from the home in such a fashion as to not create erosion on the property surrounding the home and/or adjoining properties.
19. The construction of speculative and/or model homes shall be permitted only by the Developer.
20. Upon the request of the Owner of any lot, the Developer or Plan Approval Committee will issue a Certificate of Compliance stating that the completed dwelling house and other approved structures on such lot or lots are constructed and in compliance with these restrictions, if such is the case.

C. GENERAL

1. 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 out of the view of the neighbors and the street.
2. Signs of any kind shall not be displayed on any lot except a sign of not more than 12 square feet advertising the property "for sale" or "for rent", or signs used by a builder to advertise the property during construction. During the development years, no sign restriction shall be applicable to the Developer.
3. Mobile homes, RV's, basements, shacks or garages shall not at any time be used as a residence, temporary or permanent.
4. Lot owners shall use due diligence in maintaining the lawn and landscape in a park-like condition. Lot owner shall keep all

weeds cut. If the lot owner desires to maintain part of the lot in a natural state, lot owner shall request and obtain written approval of the Developer or Plan Approval Committee. If such approval is given, the area shall be maintained in a natural state and kept free of brush and debris.

In the event any lot presents an unattractive appearance because of debris or uncut weeds, or other causes, the Developer, or when constituted the Nettle Creek Homeowner's Association, may notify the lot owner in writing of such condition. If action by the lot owner to cure such condition is not taken within twenty (20) days of such written notice, the Developer or Association, as the case may be, shall have a lien against the lot for any such costs that are not paid by the owner within thirty (30) days following written notice 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.

5. A lot shall not be used or maintained as a dumping grounds for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.
6. Outside burning of leaves, grass, wood, construction materials, debris, etc. shall not be permitted during the months of October, November, and December. To the extent otherwise permitted by law, carefully monitored controlled burning is permissible during January, February, March, April, May, June, July, August, and September, only when wind conditions allow for safe burning and flammable materials, leaves, grass and brush are wet or snow covered. There shall be no burning on the street at any time.
7. Except during construction of buildings and structures on the property, no new or used construction materials or supplies, junk, wrecked, or used machinery and the like shall be kept or allowed to remain in the subdivision.
8. Trucks, trailers, boats, motor homes or vehicles other than licensed, operable passenger vehicles owned by the property owner, their invitees and guests, may not be parked or maintained in this subdivision except for the purpose of pick-up and delivery unless the same is parked in the property owner's closed garage out of the view of neighbors and the street.
9. ATV's, dirt bikes, snow mobiles or the like shall not be operated within the subdivision.
10. Loud noises shall not be permitted to emulate from any property. Reasonableness shall be determined with reference to the character of Nettle Creek. Lot owners shall use due diligence to insure that barking dogs owned by them do not disturb their neighbors.
11. No lot or lots, as platted, shall be divided so as to result in the creation of additional lots.

94-31302

12. The restrictions, reservations and covenants herein described shall run with the land and 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 as herein provided.
13. These restrictions, reservations and covenants may be amended or rescinded by the sole action of the Developer until such time as the Nettle Creek Homeowner's Association shall be formed as hereinafter provided. After the formation of such Association, any amendment or rescission shall be made by the Association upon the affirmative vote of three-fourths (3/4) of the total votes allocable to all lots in the subdivision. Any such amendment to the restrictions, reservations and covenants shall be in writing and recorded in the office of the Recorder of Deeds of Peoria County, Illinois, and no such alteration, amendment or rescission shall be valid or binding until so recorded.
14. The Developer or, when organized, the Nettle Creek Homeowner's Association, shall be the sole judge of whether in a particular case there has been compliance with the terms and provisions of these restrictions. Developer or Nettle Creek Homeowner's Association may, at their discretion, waive the application of any provisions if these restrictions where Developer or Nettle Creek Homeowner's Association shall be of the opinion that such application creates an undue hardship upon the lot owner. Any such waiver of these restrictions shall not be deemed to have created an amendment thereto or otherwise be or constitute a permanent waiver of such restrictions as to other or future such requests.

Nothing herein shall be deemed to create an obligation on the part of the Developer, Nettle Creek Homeowner's Association or any lot owner in Nettle Creek to enforce any of the restrictions in this Declaration.

15. Easements for public utility installation and maintenance including installation and maintenance of necessary underground appliances, are reserved as shown on the recorded plat of the subdivision. Permission is hereby granted to all public utilities to install, lay, construct, operate, maintain, renew and/or remove underground gas pipelines, electric, telephone and cablevision cables or conduits, with all necessary above ground transformer and service pedestal installations, for the purpose of serving the subdivision and adjoining properties with gas, electric, telephone and cable television service, including the right to use the streets and walkways where necessary, and the right to enter upon the lots at all times for such purposes, and to trim or remove any trees, shrubs or saplings that interfere or threaten to interfere with said utility facilities. No permanent dwelling house or other permanent structure shall be placed on such easements, but the easement areas may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of such easements for public utility purposes.

54-31302

D. Plan Approval Committee

The Developer shall approve all construction plans for residences to be built in Nettle Creek unless it appoints a three (3) person Plan Approval Committee to stand in its stead for approval and consideration of all plans. Members of the Plan Approval Committee shall be appointed or dismissed solely at the discretion of the Developer. The decision of the majority in number of the members of the Plan Approval Committee shall constitute a decision of the committee.

The Developer or Plan Approval Committee shall have a period of sixty (60) days from receipt of written request from a lot owner in Nettle Creek to approve or disapprove the proposed construction plans for a specific lot. The decision of the Developer or Plan Approval Committee shall be final. Such other or additional information that the Developer or the Plan Approval Committee may reasonably request shall be submitted to the Developer or the Plan Approval Committee no later than thirty (30) days from the date of said request. As a result of said request for such additional information, the time for final construction plan approval shall be extended to a date thirty (30) days after the delivery of the requested additional instruments or documents.

No residence, garage or out buildings shall be started, erected, placed or altered on any lot until final approval has been granted in writing by the Developer or Plan Approval Committee as to the conformity and harmony of external design with existing structures in the subdivision, as to location of the buildings with respect to topography and finished ground elevation, and as to conformity with these restrictions.

If the Plan Approval Committee or the Developer does not deny a properly made written request within the time above provided, approval by the Developer or Plan Approval Committee shall be deemed to have been given, provided, however, that no building or structure and no improvement, fixture or appurtenance in Nettle Creek shall be erected or installed if it violates any of the terms or provisions of these restrictions.

When a Nettle Creek Homeowner's Association is established, the privileges, rights and authority of the Developer and Plan Approval Committee appointed by it shall be transferred to the Homeowner's Association or a properly constituted Plan Approval Committee designated by such Association.

E. Plan Approval

A party desiring to obtain a construction plan approval shall place the request in writing and deliver said request to the Developer and/or each member of the Plan Approval Committee. The following items shall be included in the written request:

1. A plot plan in scale showing the lot in its entirety, together with the location of any existing or proposed buildings or structures or other proposed improvements, fixtures or appurtenances thereon. The plot plan shall include, but shall not be limited to, a preliminary landscape plan showing

location of any existing or proposed driveways, sidewalks, lamp posts locations, fuel tanks, septic tank system and the well.

2. Architectural drawings, elevations, and illustrations for the proposed building structure, improvement, fixture, appurtenance or alteration shall be submitted. Samples of building materials to be used and colors of trim shall also be submitted. Building plans shall display the seal of a recognized architect or a professional home designer. Extreme contemporary or modern design shall not be approved.
3. The Developer or the Plan Approval Committee shall issue a letter of approval/denial stating the position of Developer or the Plan Approval Committee. Approvals shall be deemed to be conditional upon strict compliance with the submitted and approved plot plan, specifications plans and other information. If a request is not approved by the Developer or Plan Approval Committee, the lot owner has the right to resubmit a new request, together with any new plot plan, specification plans and other information.

F. Nettle Creek Homeowner's Association

1. Organization

When ninety percent (90%) of the lots in Nettle Creek have been sold, a homeowners' association, to be known as the Nettle Creek Homeowner's Association, shall be organized by recording a written Declaration signed by the Developer and the then owners of the lots in the Office of the Recorder of Deeds of Peoria County, Illinois. Further, said Homeowner's Association shall be incorporated as an Illinois Not-For-Profit corporation and the property subject to the jurisdiction of the Nettle Creek Homeowner's Association shall include each lot or part thereof in Nettle Creek, and any other real estate added, annexed or conveyed thereto or to the Nettle Creek Homeowner's Association.

2. Voting

For the purpose of voting at any meeting of the Nettle Creek Homeowner's Association, each lot shall entitle the owner or owners thereof to two (2) votes and decision of the Association shall be by majority vote except with respect to alteration, amendment or rescission of these covenants and restrictions which shall require a 3/4 majority vote. Any owner or owners may designate in writing any other person as a proxy to vote at any meeting of the Nettle Creek Homeowner's Association.

3. Trustees

The Nettle Creek Homeowner's Association shall be managed by three (3) Trustees, each of whom shall be a homeowner/resident of a lot in the Subdivision and shall serve for a term of one (1) year or until his successor is duly elected. At the first meeting of the Trustees, to be held within ten (10) days after their election, such Trustees shall elect from their number a president, secretary and a treasurer, all of whom shall serve for one (1) year or until

9/12

94 - 31302

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 Nettle Creek Homeowner's Association, and as may be directed by the members thereof.

4. Meetings

The Trustees may call special meetings of the Nettle Creek Homeowner's Association by giving of ten (10) days prior written notice to all members thereof. Such notice to a member must be either personally served or a notice mailed to the last known residence of the member. Annual meetings of the Nettle Creek Homeowner's Association shall be held for the election of Trustees and the transaction of such other business as shall come up before the meeting, and the Association may adopt such by-laws as they, from time to time, may deem necessary or advisable, not otherwise inconsistent with these provisions.

5. Power and Duties

When organized, the Nettle Creek Homeowner's Association shall have the following powers and duties, and upon incorporation of the Association, any other that may be granted the Illinois Not-For-Profit Corporation Act; provided, however that nothing hereinafter contained shall be deemed to prevent any owner from enforcing any restrictions or covenants in his own name:

(a) Election of Trustees

To elect Trustees and delegate powers and duties thereto.

(b) General Fund

To provide for a general fund to enable the Nettle Creek Homeowner's Association to perform its duties and to maintain the Subdivision.

(c) Enforcement

To enforce in the name of the Nettle Creek Homeowner's Association or in the name of any owner within the Subdivision, any and all covenants, easements, reservations, stipulations, conditions and restrictions which have been imposed upon lots in the Subdivision.

(d) Snow Removal

To provide for the removal of snow from streets.

(e) Common Area Maintenance

To maintain any common area, spray, mow, plant trees, shrubs, flowers, sow or re-sow grass, clean storm sewer grates and inlets and keep same free of grass, leaves and debris.

94-31302

(f) Lighting

To provide for such lights and replacements, repair or improvement thereof as the Nettle Creek Homeowner's Association may deem advisable on streets, public places, gateways and semi-public places, not otherwise provided for.

6. General Fund

For the purpose of providing a general fund to enable the Developer or when organized the Nettle Creek Homeowner's Association, to perform the duties and to maintain the improvements provided herein, all land within the boundaries of Nettle Creek shall be subject to improvement and maintenance assessments, to be paid to the Developer or when organized, Nettle Creek Homeowner's Association annually, in advance, by the respective owners of the land subject to such assessment. Such assessment for general services shall not exceed the sum of Two Hundred Fifty Dollars (\$250) per year, adjusted from the date of these restrictions for the rate of inflation or deflation, per lot as laid out in the plat as recorded in the Recorder's Office; provided, however, special assessments, if necessary (in addition to the assessment for general purposes), may be approved or levied to cover the cost of necessary repair, maintenance or replacement, including but not limited to replacement or repair of such lights or lighting as may be necessary. Such special assessments shall be made and levied on lots 1-26 on a per lot basis.

7. Records and Assessments

The Trustees of the Nettle Creek Homeowner's Association shall maintain complete records of all assessments levied and the payments on account thereof and such records shall be open for inspection by any member of the Nettle Creek Homeowner's Association or any person designated by a member of Nettle Creek Homeowner's Association. Assessments shall be payable within thirty (30) days after the giving of the notice of the assessment and the Trustees shall serve upon or mail a notice to the owner of each lot to his or her last known address, stating the amount of assessment due on such lot and the date and place where it shall be paid. Assessments for general and special purposes and services shall become liens on the respective lots in the subdivision as soon as due and payable, as herein set forth. If not paid within thirty (30) days from due date such assessments shall bear interest at the rate of ten percent (10%) per annum from due date thereof and the Trustees may cause a Notice of Lien to be filed in the Peoria County Recorder's office and the payment of both principal and interest may be enforced as a lien on such 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 Nettle Creek Homeowner's Association to bring suit to enforce liens within a reasonable time after they become delinquent. Such liens shall continue for a period of three (3) years from the date of delinquency but no longer unless 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.

94-31302

IN WITNESS WHEREOF, NETTLE CREEK CORPORATION has caused this instrument to be executed by its duly authorized officers and its corporate seal affixed at Peoria County, Illinois, this 12TH day of OCTOBER, A.D. 1994.

NETTLE CREEK CORPORATION

ATTEST:

By: Marilyn J. Wilkins
Its Secretary

By: Robert H. Wilkins
Its President

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- | | |
|--------|---|
| Lot #1 | 08-22- 451 ⁴⁷⁶ -004 |
| 2 | 08-22-476-005 |
| 3 | 08-22-476-006 |
| 4 | 08-22-476-007 |
| 5 | 08-22-476-008 |
| 6 | 08-22-476-009 |
| 7 | 08-22-476-003 |
| 8 | 08-22-476-002 |
| 9 | 08-22-476-001 |
| 10 | 08-22-451-021 |
| 11 | 08-22-451-020 |
| 12 | 08-22-451-019 |
| 13 | 08-22-451-018 |
| 14 | 08-22-451-017 |
| 15 | 08-22-451-016 |
| 16 | 08-22-451-015 |
| 17 | 08-22-451-014 |
| 18 | 08-22-451-013 |
| 19 | 08-22-451-012 |
| 20 | 08-22-451-011 |
| 21 | 08-22-451-010 |
| 22 | 08-22-451-009 |
| 23 | 08-22-451-008 |
| 24 | 08-22-451-007 |
| 25 | 08-22-451-006 |
| 26 | 08-22-451-005 |
| 27 | 08-22-451-004 |
| 28 | 08-22-451-003 |
| 29 | 08-22-451-002 |
| 30 | 08-22-451-001 |

12 of 12

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STATE OF ILLINOIS

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Audley E. Poston

RECORDER OF DEEDS

PEORIA COUNTY

This Instrument Prepared by:
MAIL TO:
FREDERICK A. JOHNSON
Johnson, Bunce & Noble, P.C.
411 Hamilton Blvd., Suite 1900
Peoria, Illinois 61602

29

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS
FOR
NETTLE CREEK SUBDIVISION**

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The undersigned, NETTLE CREEK CORPORATION, an Illinois corporation ("Developer"), pursuant to Subparagraph 13 of Paragraph C. GENERAL of that certain Declaration of Restrictions For Nettle Creek Subdivision, recorded October 12, 1994, as Document No. 94-31302, ("Declaration of Restrictions"), does hereby amend said Declaration of Restrictions as follows:

1. Subparagraph 1. Organization of Paragraph F. of the Declaration of Restrictions is hereby amended to read as follows:

"1. Organization

When ninety percent (90%) of the lots in Nettle Creek have been sold, a homeowners' association, to be known as the Nettle Creek Homeowner's Association, shall be organized. Further, said Homeowner's Association shall be incorporated as an Illinois Not-For-Profit corporation and the property subject to the jurisdiction of the Nettle Creek Homeowner's Association shall include each lot or part thereof in Nettle Creek, and any other real estate added, annexed or conveyed thereto or to the Nettle Creek Homeowner's Association."

2. In furtherance of the Waiver of Restrictions dated February 21, 2001, recorded February 26, 2001, as Document No. 01-05605, the following described portion of Lot 3, to-wit:

A part of Lot 3 of NETTLE CREEK, a subdivision of part of the Southeast Quarter of Section Twenty-two (22), Township Ten (10) North, Range Seven (7)

05 - 18503

1084

East of the Fourth Principal Meridian, more particularly described as follows:
Beginning at the intersection of the North line of said Lot 3 with the East line of Lot 2 of said Nettle Creek, thence North 88°-29'-09" East, (bearing assumed for purpose of description only) along the North line of said Lot 3, 68.09 feet; thence South 01°-33'-38" East, along the East line of said Lot 3, 100.00 feet; thence North 35°-47'-49" West, 121.03 feet to the Point of Beginning, said tract containing 0.078 acres, more or less, situated in the County of Peoria and State of Illinois.

shall be, and it is hereby, excluded from the coverage of the Declaration of Restrictions, it being expressly intended that said real estate shall not be covered by or included under said restrictions.

3. That 90% of the Lots have been sold and the Developer hereby consents and agrees to the formation of the Nettle Creek Homeowner's Association.

4. All of the other terms and provisions of the Declaration of Restrictions, not inconsistent herewith, shall remain in full force and effect.

5. That this First Amendment shall be binding upon and inure to the benefit of all of the Lots in Nettle Creek Subdivision, which are listed in Schedule A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Nettle Creek Corporation has caused this instrument to be executed by its duly authorized officers at Peoria County, Illinois, this 10TH day of June, 2005.

NETTLE CREEK CORPORATION, an Illinois Corporation, Developer

By: Robert S. Wilkins
Its President

ATTEST:

By: James H. Bunce
Its Secretary
AST

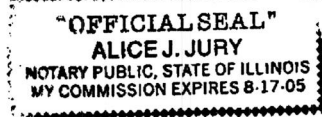
STATE OF ILLINOIS)
) ss.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Robert S. Wilkins and James H. Bunce personally known to me to be the president and secretary, respectively, of NETTLE CREEK CORPORATION, an Illinois corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such president and secretary, respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their

05-18503

free and voluntary act as such president and secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

Given under my hand and notarial seal this 10th day of June, A.D. 2005.



Alice J. Jury
Notary Public

Vicky\realest\nettle creek-first amendment

05 - 18503

3

SCHEDULE A
TO
FIRST AMENDMENT

<u>LOT NO.</u>	<u>PARCEL IDENTIFICATION NO.</u>
1	08-22-476-004
2	08-22-476-005
3 (part)	08-22-476-010
3 (part)*	08-22-476-011
4	08-22-476-007
5	08-22-476-008
6	08-22-476-009
7	08-22-476-003
8	08-22-476-002
9	08-22-476-001
10	08-22-451-021
11	08-22-451-020
12	08-22-451-019
13	08-22-451-018
14	08-22-451-017
15	08-22-451-016
16	08-22-451-015
17	08-22-451-014
18	08-22-451-013
19	08-22-451-012
20	08-22-451-011
21	08-22-451-010
22	08-22-451-009
23	08-22-451-008
24	08-22-451-007
25	08-22-451-006
26	08-22-451-005
27	08-22-451-004
28	08-22-451-003
29	08-22-451-002
30	08-22-451-001

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*excluded tract (see Paragraph 2)

4 of 4