

07-30083

FILED  
PEORIA COUNTY  
STATE OF ILLINOIS

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*Bradley E. Hoston*  
RECORDER OF DEEDS

THIS DOCUMENT PREPARED BY:

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DECLARATION OF  
COVENANTS AND  
RESTRICTIONS

For Recorder Use Only

SUMMER RIDGE  
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Summer Ridge, L.L.C., the owner and developer (hereinafter "Developer") of the real estate which is described below and which shall hereinafter be referred to as "the Subdivision":

Lots 1 through 57 of Summer Ridge Subdivision, as subdivision of part of the Southwest Quarter of Section 25, Township 10 North, Range 7 East, Fourth Principal Meridian, Peoria, Illinois, according to the plat thereof recorded as Doc. No. 07-30083 on 9-14-07, in Peoria County, Illinois (Tax ID Numbers for each lot are set forth on Exhibit A).

The Subdivision together with all improvements now and hereinafter erected shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, privileges and liens set forth which shall be binding upon all parties acquiring any title, right or interest therein and which shall run with the land and inure to the benefit of Developer, all lot owners and their heirs, successors and assigns.

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

(2) PROPERTY USE. The Subdivision and all lots therein shall be used only for single-family residences. No portion of the Subdivision, improved or unimproved, shall be used for any commercial, manufacturing, professional, religious, fraternal or other business purposes, including, without limitation, the manufacturing and sale of intoxicants including those in-home business which would be permitted under the zoning ordinance in a single-family district. A home office with electronic

transfer of business or professional data, but without customer visits, deliveries, visiting vehicles, noise or other visible pedestrian or vehicular traffic or activity will be permitted unless conditions arise or are present that are in conflict with the general objectives and ambience of the Subdivision.

(3) **CONSTRUCTION REQUIREMENTS.** Only one residence shall be permitted per lot, the construction of a residence on a lot in the Subdivision shall be governed by the following specifications:

(a) **Setback Lines.** All residences shall be set back from the front lot line a minimum of 25 feet. Interior lots shall have a minimum side yard of 5 feet from the side lot line. Corner lots shall have a minimum side yard on the street side of 10 feet from the side lot line. Rear yards set-back requirements are 25 feet from the rear lot line. All setback lines shall otherwise be in compliance with the applicable City of Peoria Zoning Ordinance to the extent such zoning ordinance is more restrictive.

(b) **Footage Requirements.** The minimum square footage of living space (not including enclosed porch, breezeway, garage or basement/crawlspace) above the ground of each residence constructed shall be as follows:

Ranch Style (square feet one level) – 2000

One and one-half story (square feet on both floors) – 2200

Two-story (square feet on two floors) – 2200

All other plans – square footage to be approved by Developer

(c) **Approval of Plans.** All residential new construction plans must be submitted for review by the Developer, Summer Ridge, LLC, or its designated successor. All plans must indicate construction materials and any bold or unusual colors being used. Proposed building plans must be submitted prior to obtaining a building permit and approval is a condition precedent to the commencement of any construction activity.

The Developer reserves the right to make any recommendations to the exterior design that will gain approval and achieve Developer objectives as contemplated by the covenants and restrictions herein.

(d) **Certificate of Occupancy.** No house shall be occupied until a Certificate of Occupancy has been issued by the appropriate governmental authority.

(e) **Basement Requirement.** All residences shall have at least a half basement.

(f) **Construction Materials.** New building materials shall be used for construction and remodeling of residences in the Subdivision. No modular construction shall be allowed. Pre-cut and/or pre-assembled components, however, may be used if approved by Developer.

Developer reserves the absolute right to reject any exterior construction materials not thought to be in the best interests of the Subdivision and not consistent with the intents of these Covenants. Brick, natural stone, manufactured stone, wood siding,

exterior insulation finish systems (Dryvet) and .042 gauge and higher vinyl siding are acceptable.

At least 400 square feet of masonry, brick or stone shall be used on the front elevation of the house unless such application is not appropriate for the design of the house and an exception is approved by the Developer.

- (g) Garages. Each residence constructed on a lot in the Subdivision shall contain an attached, enclosed garage adequate to store a minimum of two vehicles and not more than three vehicles. The garage shall conform with the architecture, materials and location of the attached residence.
- (h) Footing Tile Requirements. A parameter footing tile drainage system is required for each residence. It shall be connected to a "common" footing tile drainage system installed by Developer for the benefit of the Subdivision. The footing tile system shall be installed in such a way that the bottom of the inside diameter of the parameter footing tile is a minimum of one inch (1") below the top of the adjacent footing. Adequate natural fall to the "common" footing tile drain system is required.
- (i) Sewage Requirements. All residences shall connect with sanitary and storm sewers.
- (j) Surplus Dirt. No surplus dirt from new construction shall be removed from the Subdivision without approval from the Developer. Any surplus dirt from the homesite excavations or gradings shall be dumped in an area provided by the Developer.
- (k) Swimming Pool/Tennis Court/Recreational Improvements. Swimming or wading pools or tennis courts may not be constructed without the prior written approval by the Developer. No above-ground pool shall be permitted. Any swimming pools that are constructed must be enclosed by fencing and shall, in all respects, comply with the Ordinance and Building Code of the City of Peoria, Illinois, in reference to swimming pools. 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 in an approved storage shed or other enclosed building. Any enclosure or fence surrounding the swimming pool area or any courtyard, shall have a visible exterior surface composed of at least in part of brick or natural stone and, to the extent not composed of brick or stone, shall have an aesthetically pleasing, ornamental heavy metal such as painted wrought iron.  
  
No recreational improvements may be constructed without prior written approval by the Developer. No portable basketball standards shall be permitted. To the extent that any basketball standard is approved by the Developer, it shall be a permanent installation.
- (l) Clothesline Restrictions. No permanent or temporary clothesline or posts or other permanent or temporary appliances for hanging clothes outside shall be constructed or maintained even temporarily.

- (m) Fireplace Chaise. A fireplace chaise must begin at the foundation and must be of approved materials for full height including chimney. No exposed metal "stovepipe" will be permitted.
- (n) Driveway and Curb Cuts. All driveways leading from the street to the garage must be of concrete only. Curbs which are removed for the purpose of making a driveway entrance shall be replaced as far as the nearest construction or expansion joint, with replacement to insure a smoothly-joining entrance with a radius of return of at least five (5) feet.
- (o) Sidewalks. Sidewalks must be installed by and at the expense of the lot owner upon completion of construction of a residence on the lot. Sidewalk size, placement and materials must be in conformity with City of Peoria standards.
- (p) Landscaping. All lots must be landscaped within six (6) months of the completion of construction. Minimum landscaping requirements are:

Front yard:

- (1) New grass sod.
- (2) Two-inch (2") or larger diameter deciduous trees.

Rear and side yard:

- (1) New grass sod or seed.

These landscape requirements are intended to establish a permanent minimum landscaped level for the Subdivision that is consistent with the Subdivision common area landscaping. All minimum requirement sod, seed or trees must be replaced with at least minimum requirement material during the next growing season if damaged, destroyed or, for any other reason, do not survive. Cost of all replacements will be the sole expense of the lot owner.

- (q) Exterior Lighting. The Developer reserves the right to reject any exterior light fixture if, in its sole discretion, it appears excessive, inappropriate or inconsistent with all other lighting in the Subdivision. Lighting fixtures shall be placed in focus so that they do not create a bright-light source to adjacent light owners.
- (r) Fences and Walls. Fencing and/or privacy walls or screens are considered to be inconsistent with the overall "open and natural" character of the Subdivision. Living landscape materials are recommended to create privacy and for other screening needs.

In the event that fencing or a "privacy wall" structure is desired for screening, security, safety or privacy reasons, plans showing location, color scheme and type of construction must be submitted to the Developer for prior written approval. All fences or wall-type structures must comply with code requirements of the City of Peoria.

- (s) Utility Services. All residences must be served by underground electric systems and utility distribution systems including, but not limited to gas, electric, water, telephone and cable.
- (t) Solar Applications. The use of passive or active solar applications or the orientation of a residence to maximize solar gain is allowed only with Developer's prior written approval.
- (u) Pre-Occupancy Lot Maintenance. Each lot owner shall be responsible to maintain their vacant lot or partially constructed residence in such a manner as to minimize and control wind and water erosion and to minimize the furtherance of noxious weeds. Grass shall be maintained to not exceed a height of eight inches (8"). All construction materials shall be secured and/or removed daily to avoid trashy and unsightly conditions on neighboring lots.
- Failure of the lot owner to comply with this provision after written notice from the Developer shall authorize Developer without further notice to lot owner, to have the problem corrected and to charge the cost thereof to lot owner. The Developer, may, if necessary, take legal action against the lot owner to secure reimbursement for all costs of correction and court costs and reasonable attorney's fees related to taking legal action.
- (v) Storage. Firewood and other materials that are typically stored outside must be screened from view so as to not be visible to nearby homeowners.
- (w) Pets. Only common domesticated household pets shall be allowed in the Subdivision. No commercial or barnyard-type animals shall be kept in the Subdivision at anytime.
- (x) Parking Restrictions. No travel trailers, trucks, cars, equipment trailers, recreational vehicles, mobile homes, boats, boat trailers, motor bikes, trail bikes or similar equipment shall be kept outside on any lot for more than 24 hours. Any such equipment, if stored for longer periods, must be stored entirely within the garage area so as to be screened from view when the garage doors are closed.
- (y) Trash. Trash, garbage, paper or other waste shall not be burned on any lot or in the Subdivision as required by the City of Peoria. All trash and trash containers shall be stored inside the residence so as to be screened from view except when moving trash to the curb on designated collection days.
- (z) Intoxicating Liquor. There shall be no sale of intoxicating liquor on any lot in the Subdivision.
- (aa) Signs. No billboard or advertising signs, whether free-standing or attached to the house shall be allowed except those permitted by city ordinance and those used for contractor and real estate sales signage during initial construction and any subsequent remodel or resale.

- (bb) Satellite Dishes. No outdoor satellite dishes over 18 inches in diameter or other television, radio or other transmission and/or reception towers or equipment shall be allowed on any lot, whether attached to any structure or free standing.
- (cc) Temporary Structures. No trailers, basement, tent, shack, garage, barn or other outbuildings shall be at any time used as a residence, temporarily or permanently, in the Subdivision. No homes shall be occupied as a residence until the exterior of such residence is completed in accordance with the approved plans and a Certificate of Occupancy has been issued by the appropriate authority.
- (dd) Builder Registration. Prior to construction, the owner of the lot will provide Developer with a signed agreement, by the owner's builder, of responsibility for construction contained on the lot and cleanup of all affected areas from construction.
- (ee) Fencing of Construction Site. At the onset and during the course of home construction, temporary construction fencing must be installed by the lot owner or contractor to eliminate any risk of damage to adjacent lots.
- (ff) Owner Responsibility for Contractors, Subcontractors. During home construction, the lot owner shall be responsible for their contractor and subcontractors. This area of responsibility will include the streets and common areas and the adjacent lots, and the owners shall keep debris, dirt and construction materials off these areas. The owner will be given notice of any infraction and 48 hours to correct the problem. After the 48-hour period, if the problem still exists, the Developer, or the homeowner's association when formed, shall have the right to repair or clean the area and all costs will be borne by the lot owner.

(4) PERFORMANCE TIME REQUIREMENTS. Completion of residences on lots in the Subdivision shall be governed by the following specifications:

- (a) Commencement. Any grantee and their successors, heirs or assigns, acquiring a lot from the Developer shall start construction of a residence on the lot within one year of closing on the purchase of the lot. Construction shall be deemed commenced when the lot owner has obtained a building permit and dug a foundation.
- (b) Completion. Any grantee and their successors, heirs or assigns, acquiring a lot from the Developer shall complete construction of a residence within one year of commencement of construction. Construction shall be deemed complete when the lot owner has a certificate of occupancy from the City of Peoria.
- (c) Failure to Commence or Complete. In the event that such construction is not commenced or completed as required herein the Developer is given the exclusive and unlimited right and option to repurchase the lot for the price paid Developer, free and clear of any and all liens or encumbrances. In the event that construction has been commenced, but not completed as required, the repurchase price shall also include ninety percent (90%) of the fair market value of the partially completed dwelling on the lot.

- (d) Extensions. The lot owner shall have the right to a reasonable extension of time with respect to both commencement and completion of construction due to delays caused by weather or other acts of God. Further, the Developer may grant such reasonable extensions at his own discretion.
- (e) Arbitration. If an agreement cannot be reached as to the fair market value of the partially completed dwelling on a lot, the same shall be determined by arbitration by an arbitrator to be appointed by the lot owner, an arbitrator to be appointed by the Developer or its successor and, if necessary, a third arbitrator to be appointed by the first two arbitrators, and the decision of the majority shall be binding upon the lot owner and Developer. All arbitrators shall be licensed architects. Each party shall bear the expense of their own arbitrator and share equally the expense of the third arbitrator, if appointed.

5. UNDUE HARDSHIP. In the event that compliance with any of the construction specifications in paragraph (3) or the performance time requirements under paragraph (4) of this Declaration of Covenants and Restrictions causes undue hardship on the owner of any lot, the Developer, in its sole discretion, may waive the requirement of strict compliance with those construction specifications or performance time requirements that cause such undue hardship. The Developer shall take such action only upon written request by a lot owner, which request shall set forth the facts which allegedly caused the undue hardship and the nature and extent of the waiver sought by the lot owner. Any waiver granted by the Developer shall be in writing, and copies shall be made available to the owner of any lot in the Subdivision upon reasonable notice to the Developer. Any waiver shall have the effect of a waiver of the provision as contained in any of the construction specifications or performance time requirements to the specific lot so described in the waiver and shall in no way affect this Declaration or any amendment thereto with respect to any other lot or lots in the Subdivision.

6. REPLATTING. No lot or lots as platted shall be divided so as to result in creating additional lots. However, the Developer shall be entitled at any time and from time to time to plat and/or re-plat all or any part of the Subdivision and to file and record Subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions or additions to the Subdivision, including additional extensions or phases, of which, at the discretion of Developer, may become subject to this Declaration as though originally subject to the terms hereof.

7. AMENDMENT OF RESTRICTIONS. Until the Developer divests himself of all interest in all lots of the Subdivision, the Developer shall retain the right to modify or annul any of the restrictions detailed herein by written instrument to be recorded in the office of the Recorder of Deed's, Peoria County, Illinois, provided, however, that no such annulment or modification shall significantly alter or impede the development of the Subdivision as contemplated herein. In furtherance of the foregoing, each Deed, Mortgage, Trust Deed or other instrument effecting the lot shall be deemed an irrevocable power of attorney coupled with an interest in the Developer and a consent to the power of Developer to make, execute, and record amendments. This power shall terminate when the Developer no longer holds title to any lot. Upon the sale of all of the Developers interest in the Subdivision, these restrictions may be modified or amended by the affirmative vote of two-thirds (2/3) of the total lot owners in the Subdivision, with the collective owners of each lot to have one vote in regards to any such issue.

8. ENFORCEMENT OF RESTRICTIONS. The Developer, the Association, and any lot owner in the Subdivision shall be entitled to prosecute in any proceeding any lot owner violating or

attempting to violate any of the Covenants and Restrictions contained herein, to obtain injunctive relief to prevent said owner from committing or continuing such violation, and to recover damages for such violation including attorney's fees. Failure to enforce the Covenants and Restrictions shall not be deemed a waiver of the right to enforce any other violation or subsequent violation.

9. INVALIDATION OF RESTRICTIONS. Invalidation of any portion of these Covenants and Restrictions by judgment or court order shall not affect any remaining Covenants or Restrictions, which shall remain in full force and effect and be constructed, as clearly as possible, with the original intent of the Developer.

10. 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 Deed's. 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 of said representative.

11. CERTIFICATE OF COMPLIANCE. Upon the request of the owner of any lot, the Developer will issue a Certificate of Compliance stating that the building or buildings on said lot comply with these Restrictions.

12. CONSTRUCTION APPROVAL BY LOT OWNERS. Once the Developer has sold its interest in the Subdivision or elected to form a Summer Ridge Homeowners Association approval of future construction, as provided in paragraph (3), shall be undertaken by a panel of five (5) lot owners which shall be selected by the vote of the lot owners in the Subdivision, as well as the approval of the Developer, until one hundred percent (100%) of all lots have been approved for construction. The panel shall consist of those five (5) individuals obtaining the most votes at a meeting called for such purpose, with said meeting to be called at a reasonable time and place by notification in writing to all lot owners in the Subdivision. Tenure, duties and responsibilities of the panel shall be determined by the majority vote of the lot owners.

13. LIMITATION OF LIABILITY. In no event shall any action or inaction by the Developer in regards to its power or duties expressed herein constitute or give rise to any liability against the Developer.

14. TRANSFERRING CONVEYANCE. Upon formation of the Summer Ridge Homeowner's Association, all obligations, rights and duties of the Developer under this Declaration shall be transferred to the Association, it being the intention of the Developer in establishing this Declaration that upon said transfer, the Developer shall have no further rights and obligations under this Declaration (other than as an individual lot owner), and the Association shall have full power and authority to perform the duties and obligations provided for in this Declaration.

15. ARBITRATION AT OPTION OF THE DEVELOPER OR HOMEOWNER'S ASSOCIATION WHEN FORMED. Any controversy between lot owners or any claim by a lot owner against the Developer or Summer Ridge Homeowner's Association or another lot owner arising out of or relating to the Declaration, Bylaws, Restrictions, Covenants, and/or Rules and Regulations may, at the option of the Developer or the Homeowner's Association, be decided by arbitration with any retired judge of the Tenth Judicial Circuit acting as arbitrator, and any judgment on the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof.



IN WITNESS WHEREOF, the undersigned, Summer Ridge, L.L.C., has hereby placed its seal  
this 29<sup>TH</sup> day of AUGUST, 2007.

SUMMER RIDGE, L.L.C.,

By: *William Johnston*  
William Johnston  
Managing Partner

STATE OF ILLINOIS ) ) SS COUNTY OF PEORIA ) <u>MCLEAN</u>	I, the undersigned, a Notary Public, CERTIFY THAT  WILLIAM JOHNSTON  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 and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.  Dated this <u>29<sup>th</sup></u> day of <u>AUGUST</u> 2007.  <u><i>Sara C. Haney</i></u> Notary Public
Place Notary Seal In Space Below     <div data-bbox="300 913 665 1060" style="border: 1px dashed black; padding: 5px; text-align: center;">           OFFICIAL SEAL            SARA C HANEY            NOTARY PUBLIC - STATE OF ILLINOIS            MY COMMISSION EXPIRES: 05/12/08         </div>	