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DECLARATION OF RESTRICTIONS

Helen G. Blair
Recorder of Deeds

DECLARATION OF RESTRICTIONS
FOR
THE OAKS

A Subdivision of Peoria County, Illinois

THIS DECLARATION OF RESTRICTIONS is made this 7 day of NOV., 1988, by MAX P. HOERR as Trustee under the provisions of a Land Trust Agreement dated May 20, 1988, and known as The Oaks Land Trust, the owner of and hereafter designated Subdivider of The Oaks, a Subdivision of part of the South East Quarter of Section 29, Township 10 North, Range 8 East of the Fourth Principal Meridian, Peoria County, Illinois.

All lots in The Oaks Section 1 as laid out on the plat filed for record in the Office of the Recorder of Deeds of Peoria County, Illinois in Plat Book 4, Page 73, as Document No. 88-23157, and all lots in The Oaks Section 2 upon the filing for record in the Office of the Recorder of Deeds of Peoria County, Illinois of the subdivision plat for The Oaks Section 2 shall be subject to the following covenants, conditions and restrictions, and all persons, corporations or other entities who now hold or shall hereafter acquire any interest in any part of The Oaks 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. All references to The Oaks shall include the subdivision plats identified as The Oaks Section 1 and The Oaks Section 2.

ARTICLE I
Occupancy and Use

1. All lots in The Oaks shall be used for single family residential purposes only, regardless of the zoning or use restrictions imposed from time to time by any governmental authority.
2. No house shall be occupied until a Certificate of Occupancy has been issued by the appropriate governmental authority and construction of the exterior of the house is complete.
3. No lot shall be used and no building or improvement shall be constructed and used upon any lot for mercantile, commercial, manufacturing, professional or business purpose.
4. No lot shall be used and no building or improvement shall be used for any immoral or unlawful purpose, and no noxious or offensive trade or activity shall be carried on upon any lot and nothing shall be done thereon which may be or become a nuisance to the neighborhood.

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5. No buildings or house trailers may be moved to the subdivision and no basement or garage house or temporary residence of any kind shall be used as living quarters or permitted on any lot.

6. No lot shall be used for the purpose of advertising or the erection of any advertising sign or billboard, provided however, that signs customarily used in the sale of lots and residences shall be permitted when used for the purpose of selling such lots and residences.

7. No lot as platted shall be divided so as to result in creating additional lots.

8. No animals, other than domesticated house pets, shall be kept or maintained within the subdivision.

9. Recreational vehicles, trucks, boats, trailers and all other vehicles, except passenger automobiles, shall be garaged when not in use and totally concealed from view. No vehicles, including those of the lot owners, shall be regularly parked on the street.

10. No recreational vehicles or devices such as snowmobiles, trailbikes, motorcycles, mini-bikes, go-carts or all terrain vehicles (ATV's) shall be operated within the subdivision.

ARTICLE II

Construction and Maintenance

1. No building or improvement, including without limitation, any house, garage, outbuilding, fence, enclosure, swimming pool, wading pool, tennis court, recreational court, driveway, walkway, retaining wall or landscaping shall be erected, placed or altered on any lot until the building plans, specifications, and plot plan, showing the design, building materials and location of the building or improvement, have been approved in writing by the Subdivider. The following provisions shall apply to such approval requests and approval.

A. All approval requests together with all required plans shall be submitted to the Subdivider for approval at least thirty (30) days prior to the commencement of any proposed construction. The Subdivider shall have the right in its sole discretion, without explanation or justification, to approve or disapprove any approval requests.

B. Upon the event of approval by the Subdivider, the Subdivider, at the request of the lot owner, will issue a Certificate of Approval stating that the approval request has been approved by the Subdivider. Approval shall be binding on the Subdivider provided that the construction strictly complies with the plans and specifications submitted to the Subdivider. Subdivider's approval shall not, however, excuse the lot owner from compliance with all applicable building and use restrictions, and the Subdivider shall not be liable for the approval of any plans and specifications which fail to comply with any building or use restriction. No action shall lie against the Subdivider

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for Subdivider's failure to approve or Subdivider's approval of any plans and specifications.

C. In the event the plans and specifications submitted to the Subdivider are not approved, the lot owner agrees to refrain from any construction for which approval was sought and not approved but shall have the right to resubmit new plans and specifications for approval to the Subdivider.

D. In the event the Subdivider fails to approve or disapprove any plans or specifications within thirty (30) days after such plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction in accordance with the plans and specifications 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.

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

A. No dwelling house shall exceed three (3) 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.

(1) Dwellings of one level - 2,400 square feet above ground.

(2) Dwellings of multiple levels - 2,800 square feet above ground, the first floor area to be not less than 1,400 square feet.

C. No wallboard, sheet metal, tar paper or roofing paper, shall be used for any exterior wallcovering or roofs. No aluminum siding shall be permitted but such exclusion shall not prohibit aluminum soffett, window or door trim.

D. Except as necessarily incidental to construction of the buildings and structures on the property, no new or used construction materials or supplies, junk, wrecked or unused machinery, or the like shall be kept or allowed to remain on the lot or Subdivision premises, except inside buildings.

E. No buildings or house trailers may be moved to the Subdivision and no basement or garage house or temporary residence of any kind shall be used as living quarters or permitted on any lot. In the construction of any swimming or wading pool, all machinery and filtering tanks must be either recessed in the ground with an adequate cover, or placed inside a housing approved by the Subdivider.

F. No radio towers or similar structures shall be erected or maintained in the Subdivision. All television antennas shall be contained within the dwelling structure or approved by the Subdivider.

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G. No animal pens or kennels shall be erected or maintained in the Subdivision without the written approval of the Subdivider.

H. All driveways including, but without limitation, those leading from the street right of way line to the garage of a dwelling house must be of blacktop or concrete construction or such other material as is approved by the Subdivider. Where curbs are removed for the purpose of making a driveway entrance, curb and gutter shall be removed as far away from the driveway entrance as the nearest contraction or expansion joint, and then replaced so as to assure a smoothly jointed entrance. The radius of the return of the driveway shall be five feet or such other ruddus us is approved by the Subdivider. No fills or embankments 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, sidewalks and other Subdivision improvements caused by him or his agents and contractors.

I. All garbage or trash cans shall be covered by a permanent lid and concealed from view.

J. Each dwelling house shall be constructed with a garage having a capacity of not less than two and not more than four passenger automobiles. Any garage structure shall be of compatible design with and attached to the dwelling house on the lot and approved by the Subdivider as hereinabove provided.

K. No material excavated by reason of building or other construction shall be removed from the Subdivision boundaries without the permission of the Subdivider.

L. No permanent clotheslines or posts or other permanent appliances for hanging clothes outside shall be constructed or maintained.

M. In conjunction with each dwelling house, there shall be constructed, at the expense of the lot owner, a freestanding lamp post and mailbox of a design approved by the Subdivider, and the following provisions shall apply to such installations:

(1) The lamp post shall be installed at a location approved by the Subdivider.

(2) The lamp post shall be fitted with an automatic illuminating device which will illuminate the lamp post fixture at dusk.

(3) In the event that mail delivery is provided to the door of the dwelling houses in the Subdivision, such mailboxes shall be removed by the lot owner within thirty (30) days after commencement of the mail delivery to the door.

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(4) The lot owner shall maintain the lamp post and mailbox in proper operating condition and in good repair at all times.

(5) In the event either the lamp post or mailbox is constructed in the public right-of-way, the lot owner shall hold harmless the City of Peoria, Illinois, from any damage occurring to either the lamp post or mailbox.

N. No trees in excess of eight inches in diameter at the base shall be destroyed or removed without the consent of the Subdivider.

O. No building or structure of any kind shall be located on any lot nearer to the street than the building setback lines shown on the recorded plat of the Subdivision. No building or any structure shall be located closer to the side lot lines of any lot than the distance amounting to ten percent of the width of the lot at the setback line. No part of any dwelling house or other building shall be placed on the rear twenty-five feet of any lot.

3. Each lot owner shall maintain his property including all landscaping in a presentable condition. Unreasonable destruction of natural foliage shall be avoided. No refuse, garbage, ashes, waste, debris or any offensive substance or material shall be kept or allowed to remain in the Subdivision except temporarily in suitable containers.

4. 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 after commencement of construction. Construction shall include construction of the dwelling house and its appurtenances, the driveway, finished 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.

ARTICLE III
Easements

1. Utility Easements. Easements for public utility installation and maintenance, including installation and maintenance of necessary underground appliances, are reserved as shown on the recorded plat. The right is hereby granted to all public utilities to install, lay, construct, renew, operate

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and maintain pipes, conduits, cable wires and related equipment underground, with all necessary appliances and related equipment for the purposes of serving the subdivision and adjoining property with gas, electricity, water, sewer, telephone service, and cable television, including the right to use the streets and walkways where necessary, together with the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain such pipes, conduits, cables, and other appliances and related 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 dwelling house or other permanent 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.

2. Tile Drain Easements. Easements for drainage of effluent from approved sanitation sewage systems are reserved as shown on the recorded plat. Subject to the direction and approval of Subdivider, it is the right and obligation of each lot owner to connect the lot owner's sanitary sewage drainage system to the drain tile within the tile drain easement as shown on the recorded plat. The expense of maintenance of the drain tile within the tile drain easement shall be shared equally by each lot owner whose sanitary sewage drainage system is connected to the drain tile. The Subdivider and Home Owner's Association upon its formation, shall have a lien on each lot charged with the maintenance of the drainage tile for such lot's proportional share of maintenance expense. Such liens shall be enforceable by either the Subdivider or Home Owner's Association in the same manner as provided for the enforcement of liens under Article IV.

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ARTICLE IV
Home Owner's Association

A Home Owner's Association to be known as THE OAKS HOME OWNER'S ASSOCIATION shall be organized upon the occurrence of either of the following events:

- A. Upon the sale of 15 of the lots in The Oaks, or
- B. Upon the sale of 10 of the lots in The Oaks 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 Trustees' 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 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 OAKS HOME OWNER'S ASSOCIATION shall have the following powers, provided, however, that nothing hereinafter contained shall prevent any owner from enforcing any restrictions or covenants in his own name.

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- 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 Subdivision, any and all restrictions and covenants which have been imposed upon lots in said Subdivision.
 - D. To care for, spray, trim and to protect and to plant trees and shrubs on streets and other public places and to sow or resow grass and otherwise maintain any common areas.
 - E. To provide for such lights and replacements, repair or improvement thereof as the Association may deem advisable on streets, public places, gateways, and semi-public places, and to pay the cost of operating such lighting devices as the Association deems advisable.
 - F. To exercise control of easements in succession to the Subdivider, its representatives, successors and assigns.
 - G. To pass upon plans and perform all other duties heretofore incumbent on the Subdivider under the Declaration of Restrictions.
5. For the purpose of providing a general fund to enable the Association to perform the duties and to maintain the improvements provided herein, all land within the boundaries of the Subdivision shall be subject to improvement and maintenance assessments, to be paid to the Association annually, in advance, by the respective owners of the land subject to said assessment. Such assessment for general purposes shall not exceed the sum of \$100.00 per year 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 imposed and 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 a uniform and proportional basis on all the land in the Subdivision.
6. The Trustees of the Association shall maintain complete records of all assessments levied and the payments on account thereof and such records shall be open for inspection to any member of the Association or any person designated by a member or the Association. Assessments may be levied annually and shall be payable within thirty (30) days after the meeting at which said assessment was levied. Immediately after the meeting at which an assessment is levied, the Trustees shall serve upon or mail a notice to the owner of each lot, or part thereof, to his or her last known address, stating the amount of assessment due on such lot, or part thereof and the date and place where it shall be paid. Assessments for general and special purposes and services shall become liens on real estate as soon as due and payable, as herein set forth. If not paid within thirty (30) days from the due date, such assessments shall bear interest at the rate of 10% per annum from due date thereof and the payment of both principal and interest may be enforced

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as a 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 Association to bring suit to enforce liens as soon as they become delinquent. Such liens 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.

ARTICLE V
Enforcement

1. 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.

2. If any party or his heirs or assigns shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any other person or persons owning any real property situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation. The right to enforce the covenants contained herein shall also be vested in the Subdivider and the Home Owner's Association upon its formation as hereinafter provided.

3. Subdivider may by an instrument in writing, properly acknowledged by it, assign and convey to any other person, corporation, or legally constituted trust company as trustee, all of the rights, reservations and privileges herein reserved to it and Subdivider shall have the further right to designate in writing, properly acknowledged, an agent for Subdivider to act for and on behalf of Subdivider in all matters pertaining to these declarations of restrictions and all persons shall have the right to rely on any such designation in writing so naming Subdivider's agent as to all matters set forth herein.

4. The rights, reservations and privileges of the Subdivider shall remain with the Subdivider or its appointed agent or successor until formation of the Home Owners Association. Upon formation of the Home Owners Association, such rights, reservations and privileges shall become vested in the Home Owner's Association without further act or deed.

ARTICLE VI
Amendments, Modifications and Waivers

1. 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 shall be formed, and thereafter any alteration, amendment or rescission shall be made by declaration signed by the owners of all lots in the Subdivision. Any alteration, amendment or rescission of this declaration shall be in writing and filed in the Office of the Recorder of Deeds of Peoria County, Illinois,

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and such alteration, amendment or rescission shall not be valid or binding until so recorded.

2. In the event that compliance with any of the provisions of this Declaration of Restrictions, in the opinion of the Subdivider or Home Owner's Association as the case may be, causes undue hardship on any owner of any lot or lots, then in that event, a special written permission may be given by the Subdivider or said Association, to deviate from the provisions contained herein in the manner as set forth in said written permission. The written permission shall have the effect of a waiver of the provisions with respect to the specific lot or lots so mentioned in said letter and shall in no way affect the declaration of restrictions as such restrictions pertain to any other lot or lots in the Subdivision.

ARTICLE VII
Miscellaneous

1. Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions, which shall remain in full force and effect.

2. 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 Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants; undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Max P. Hoerr, or his successor, as Trustee on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the Subdivider has caused this Declaration of Restrictions to be executed this 7 day of NOV., 1988.

MAX P. HOERR, as Trustee and
not individually,

By Max P. Hoerr

ATTEST:

Edna R. Malinjas