

PEORIA COUNTY

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PEORIA COUNTY  
STATE OF ILLINOIS

This Instrument Prepared by:

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Trigger Road L.L.C.  
721 W. Lake Street  
Peoria, IL 61614*Bradley E. Hoston*  
RECORDER OF DEEDS

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## WATERSTONE SECTION ONE DECLARATION OF RESTRICTIONS

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The undersigned, Trigger Road L.L.C., an Illinois Limited Liability Corporation, hereinafter referred to as "Proprietor", owner of all the lots in Waterstone Section One, hereinafter referred to as "Subdivision," a subdivision of part of the Northwest Quarter of Section Three (3), Township Nine (9) North, Range Seven (7) East of the Fourth Principal Meridian, City of Peoria, Peoria County, Illinois, does hereby subject said subdivision and each lot therein to the following covenants, conditions 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, hereinafter referred to as "Owners," or parties in interest of **Lots 1 through 47** in the aforesaid Subdivision.

1. **PROPERTY USE** No use shall be made of said premises except as is incidental to the occupancy thereof for residential purposes as permitted under the established zoning district in the City of Peoria.
2. **SETBACK LINES** No portion of any porch, garage, or other structure shall be erected or maintained closer to the front property line than that which is noted on the Final Plat of Waterstone Section One. Rear yard minimum setback shall be twenty five (25) feet. Each side yard setback shall be a minimum of fifteen (15) feet. Maximum height is thirty five (35) feet.

3. **PROPRIETOR APPROVAL** Each Owner agrees to A.) present all building plans (details below), including home and out building, if permitted, plans, specifications, colors, materials, showing the location, exterior elevations, grade elevation of such buildings and drainage plan to Proprietor, or its designated representatives, for approval prior to commencement of construction on any lot; B.) place no dirt from the excavation for the home on adjoining lots (violation of this item will place Owner, builder and subcontractor in violation of the State of Illinois Erosion control Permit and subject to what is currently a Fifty thousand dollar (\$50,000) fine plus ten thousand dollars (\$10,000) per day if levied); C.) finish grade, seed and straw any disturbed earth or vegetation on adjoining lots and complete exterior of the home, including sodding or seeding of yard, within three (3) months of completion of construction; D.) see to the removal of all building and construction debris from the property and adjoining lots regularly and diligently during and after construction; E.) Protect and maintain lot corner survey markers (these markers are for both your lot and the adjoining lots.) Survey markers on lot lines and lot corners, if disturbed or lost shall be replaced by Austin Engineering Co. and the cost will be paid by the Owner or deducted from Owner's security deposit, per the Waterstone Lot Purchase Contract. The Proprietor shall have a period of thirty (30) days from receipt of written request from an Owner to approve or disapprove the proposed construction plans for a specific lot. The decision of the Proprietor shall be final. Additional information or materials that the Proprietor may reasonably request shall be submitted to the Proprietor 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 documents or materials.

If Proprietor does not deny a properly made written request within the time frame stated above, approval by the Proprietor shall be deemed to have been given, provided, however, that no building or structure and no improvement, fixture or appurtenance in Waterstone shall be erected or installed if it violates any of the terms or provisions of these Restrictions.

An Owner desiring to obtain a construction plan approval shall place the request in writing and deliver said request to the Proprietor. The following items shall be included in the written request:

A) A Site 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 Site Plan shall include, but shall not be limited to, Erosion Control Plan, a preliminary Landscape Plan showing location of existing or proposed driveways, sidewalks and lamp posts. Said Erosion Control Plan shall be signed by the Owner, Builder/Contractor and Landscaper before start of construction.

B) 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 professional home designer.

In the approval of all plans, the Proprietor shall take into consideration preservation of the natural area of the lot and shall examine the proposed plans of the 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 Proprietor may approve or disapprove the proposed conservation activities proposed by the Owner and direct plans for improvement of the site and appropriate action as it relates to conservation of the natural elements on the lot.

4. **SQUARE FOOTAGE REQUIREMENTS** Homes built in the Subdivision shall have the following minimum square feet of living area exclusive of garage, breezeway, porch, decks, attics and basements;

A) One Level - Two thousand six hundred (2,600) square feet above ground.

B) Multiple Levels - Three thousand two hundred (3,200) square feet above ground with the first floor area not being less than one thousand eight hundred (1,800) square feet.

C) Each home shall have at least one thousand three hundred (1,300) square feet of basement.

5. **FOLIAGE REMOVAL** Trees in Waterstone shall not be removed nor the slope or other topography of any lot altered or changed except by the express written consent of the Proprietor. Nothing herein shall be deemed to prevent normal tree care or trimming of any trees on said lots.

In preparation of the site for a structure to be built, trees in excess of six (6) inches in diameter shall not be destroyed or removed without written consent of the Proprietor. The Owner must provide on their submitted plans a layout of said structure and the location of all foliage to be removed. Included in said submittal shall be the location and size of all foliage greater than six (6) inches in diameter. If any such tree is removed without approval, the Owner shall replace the tree with a similar size and type of tree on the site.

6. **GRADING AND DRAINAGE PLAN** Each Owner shall submit a Grading and Drainage Plan (Exhibit B of the Waterstone Lot Purchase Contract) to the Proprietor for approval. Owners shall be responsible for directing their storm water drainage as to not create erosion or flooding on adjoining lots. Owners will notify Proprietor in writing that grading is complete and ready for inspection. Proprietor will inspect grading to confirm compliance at finish grade stage before landscape, seed and sod and will accept or reject work in writing. Sump pump drain lines and downspouts will not be allowed to discharge into Waterstone Lake, adjoining lots, street or the conservation area. The storm water from sump pumps must discharge in sump pump drain line where installed by

Proprietor. Down spout water must not drain onto adjoining lots but rather to surface discharge so as to not create erosion or flood the adjoining lots.

**Silt fences:** Each Owner shall install silt fences to prevent silt movement across the lot and to protect adjoining property and conservation area from any and all silt movement. Said silt fences to be monitored after each rain by Owner or contractor of Owner to maintain and to protect the integrity of said silt fence. Any violation of this item will place Owner, builder and subcontractor in violation of the State of Illinois Erosion control Permit and subject to a fifty thousand dollar (\$50,000) fine plus ten thousand dollars (\$10,000) per day if levied

7. **SUMP PUMP DRAIN LINE EASEMENT** Sump Pump Drain Line Easements as shown on The Plat of Waterstone Section One shall be for the purpose of laying, constructing, maintaining and repairing facilities for sump pump drainage pipe system across the referenced lots. The sump pump drainage pipe system in the easement shall be for the exclusive use of present and future Owner's sump pump discharge. No storm or gutter downspout water or surface drainage shall be allowed to enter the sump pump drainage pipe system. The cost to connect to and maintain said Drain Line shall be borne by the Owners of each respective lot seeking connection thereto. No permanent buildings or improvements shall be constructed on the Sump Pump Drain Line Easement, provided, however, the surface land may be used for shrubbery or other lawn improvements which do not interfere with said Sump Pump Drain Line or Easement. This easement grant includes the right of ingress and egress over the lots to and from the above noted easements, as shown, on the plat of Waterstone Section One for the purpose herein set forth. Said Sump Pump Drain Line Easement shall be binding upon the Owners of the lots, their respective heirs, executors, personal representatives, successors and assigns, as well as the Owners of all other lots and their successors in interest benefiting therefrom, and shall run with the land.
8. **LOT OWNERS RESPONSIBILITY** Each Owner shall be responsible for the protection of all of the following on the lot purchased in Waterstone and for notifying and supervising their contractors and subcontractors regarding these responsibilities. 1) To protect and preserve or have a civil engineer replace all lot survey corners lost during construction and/or landscaping. 2) To protect and not bury, remove or damage utility valves, connection stop boxes, sewer manholes, the drain lines system piping and inspection ports and to promptly repair any damage or obstruction to any of these system caused by the Owner, their contractors or subcontractors.
9. **SUITABILITY TO BUILD** To the best of the Proprietor's knowledge all lots in the Subdivision are suitable for single family home construction. Owners should consult with a structural engineer if they deem it necessary to determine if the site is suitable for the construction of the home. Size and design of the foundation footings should be established by a professional contractor, structural engineer or an architect based on the structure to be built.

10. **COMMENCEMENT OF CONSTRUCTION** Any individual or entity purchasing a lot in the Subdivision must commence construction of residence within twenty four (24) month after conveyance of title unless a written extension is granted by the Proprietor. If the Proprietor grants such extension the Proprietor may demand sidewalk installation and reimbursement of any utility deposits which remain unrefunded due to failure to hook up a residence on said lot, with the right to any future refund for said lot to be due to the Owner.
11. **EXTERIORS** Each home shall have a minimum of eighty (80) percent brick, stone or synthetic type stone or stucco on the front elevation. The balance of the exterior may be either brick, cement board siding, approved wood siding, stone, synthetic type stone, synthetic type stucco, or materials having the appearance of synthetic type stucco, or any other material which is architecturally harmonious with the neighborhood and is approved in writing by the Proprietor prior to the start of construction. Vinyl siding will not be approved. The Proprietor shall have sole discretion for the review and approval of building plans and specifications, including calculation of exterior material percentages. Aluminum siding is not permitted but such exclusion shall not prohibit the use of aluminum for soffits, window and/or door trim cladding. Concrete blocks, cinder blocks or poured foundation walls may not be exposed at the front or side elevations of the exterior walls, except for a maximum of six inches (6") of foundation which may be exposed above the ground line. Conformity and harmony of the external design with the existing structures in Waterstone shall be considered.
12. **Lot 1-A** The "Stream Buffer" and "Floodplain" areas, as designated as Lot 1-A on the Final Plat of Waterstone Section One, has been designated a conservation area for the protection of all property adjacent to the Fargo Run Creek. It has been established to protect the sensitive areas, steep slopes and water quality of the Fargo Run Creek and it's tributaries. This conservation area shall remain in it's natural state and can not be altered in any way by any Owner. All Owners whose property is adjacent to this conservation area shall adhere to the following: "There shall be no clearing, grading, construction or disturbance of vegetation except as permitted by the City of Peoria within the Stream Buffer Area." Permanent boundary markers have been installed at the edge of the buffer area at every other property line. It is the responsibility of these Owners to maintain these markers which read "Conservation Area/Stream Buffer: No Mowing Allowed Beyond This Point."
13. **EASEMENTS** No permanent buildings or trees shall be placed on utility and drainage easements, but the easement areas may be used for gardens, small shrubs and landscaping so long as said use does not interfere with the use intended or purpose of the easement. Any Entity, including but not limited to The City of Peoria, Ameren/CILCO, Illinois American, The Greater Peoria Sanitary District, SBC Ameritech and any Cable Television provider shall have access under and across all utility easements for repair and replacement of utility lines. The Entity shall be obligated to replace dirt, grade and seed only, property disturbed by repair. Landscape, shrubs, flowers, etc. removed in this process may be replaced at the Owners sole expense.

14. **LOT 1-B** Lot 1-B as depicted on the Final Plat of Waterstone Section One and the entrance boulevards shall be for the entrance signage and landscaping. The maintenance of these areas shall be the responsibility of the Proprietor and the Association, when formed. The Proprietor reserves the right to maintain one double faced marketing sign on this Lot.
15. **NEIGHBORHOOD PARK** Lot 47-A as depicted on the Recorded Final Plat of Waterstone Section One shall be the Waterstone Park. It will be used for storm water detention and for the benefit of Waterstone Owners, present and future sections. The maintenance and supervision of this Lot shall be directed by the Proprietor and the Association, when formed.

The following restrictions regarding Waterstone Park shall apply:

- A) Lake Use: Use of the Waterstone Lake and Park shall be permitted only by all Owners and accompanied guests of Waterstone Owners.
- B) Watercraft: No watercraft shall be allowed in or on Waterstone Lake other than for the maintenance of lake and fountain.
- C) Swimming/Ice Skating: No swimming or ice skating shall be allowed in or on Waterstone Lake.
- D) Gazebo: A gazebo will be constructed for the pleasure and use of Owners of Waterstone. The Proprietor and when formed, the Association, will maintain said gazebo.
- E) Group Functions: Groups of ten (10) or more must obtain written permission from the Proprietor and, when formed, the Association. Group functions will only be allowed when a Waterstone Lot Owner is present at all times throughout the function.
- F) Hours and Cleanup: Owners of Waterstone shall not use Waterstone Park to create any type of disturbance before 9:00 a.m. or after dusk. Owners shall be responsible for removal of any trash or debris throughout the Waterstone Park as a result of their usage.
- H) Barbeques and Fires: There shall be no open uncontrolled burning of any kind at Waterstone Park. Owners who have obtained written permission from the Proprietor and, when formed, the Association, may barbeque if desired.
- I) Fishing: "Catch and Release" fishing shall be allowed at Waterstone Lake. That is, no fish shall be removed from Waterstone Lake and Owners or their guests must take every precaution to not harm the stock of fish in Waterstone Lake. From time to time the Proprietor and when formed the Association may re-stock the Lake with fish.
- J) Ornamental Water Fountain: A Fountain has been installed at Waterstone Lake for the enjoyment of all Owners of Waterstone and their guests. It is the intent of the Proprietor to give said fountain and any lighting associated with the fountain to the Association when formed.
- K) Storm Sewer Filter System: A storm sewer manhole and filter system have been installed for the benefit of Waterstone Lake. This system will need periodic inspection and removal of debris collected by said system. It will

be the Proprietor's and when formed, the Association's, responsibility to perform maintenance of said filter system.

16. **CONSTRUCTION MATERIALS** Only new materials, except for brick and certain tile roof materials, are to be used in the construction of the home. Except as necessarily incidental to the construction of the buildings and structures on the property, no new or used construction materials or supplies, junk, wrecked or unused machinery and the like, shall be kept or allowed to remain within the Subdivision boundaries.
17. **EXCAVATION DIRT** All materials excavated from any lot shall be removed from the Subdivision unless permission is otherwise granted in writing by the Proprietor. Owner and/or excavator shall place no dirt from the excavation for the home on the adjoining lots. Dirt placed on adjoining lots or disturbed on adjoining lots is a violation of the erosion control permit and violators will be subject to State of Illinois Environmental Agency fines (See item #3, page Two).
18. **GARAGES** All garages must be attached to and be an integral part of the residence, shall conform to the main structure in character and design and shall be constructed for not less than three (3) passenger cars.
19. **SIDEWALKS** Each Owner agrees to have installed, at his cost, within two years of purchase of a lot or within one (1) year of completion of construction of homes on eighty (80) percent of the lots in the Subdivision or at the time of construction of the residence, whichever is sooner, a sidewalk along the entire street frontage (front and side, if any) of the lot in accordance with the provisions of the City of Peoria.
20. **DRIVEWAYS** All driveway openings at the curb shall be no greater than the width of the driveway plus a five foot (5') radius on each side. The back of the concrete curb shall be cut away to provide for 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 Proprietor. In no event shall any driveway be installed until such time as the Proprietor has approved the proposed location for said driveway.  
  
Owners agree to install a temporary rock driveway before start of the construction of their home to prevent any soil (dirt) from tracking onto public streets. If soil does reach the public streets, Owner shall have it removed prior to the end of that day or noncompliance may place Owner, builder and subcontractor in violation of the State of Illinois Erosion control Permit and subject to a fifty thousand dollar (\$50,000) fine plus ten thousand dollars (\$10,000) per day if levied.
21. **ROOFING** Roof pitch shall be a minimum of 8/12 for all ranch style homes and 6/12 on a multi-level home. Roofing materials shall be architectural style shingles, shakes, slate or tile. 3-Tab standard shingles will not be approved.

22. **FIREPLACES** Fireplace enclosures shall be constructed of brick, stone, synthetic type stone, synthetic type stucco or materials having the appearance of synthetic type stucco.
23. **OFF-STREET PARKING** Each Owner, at the time of construction shall provide a minimum of four (4) parking off street parking spaces. Said spaces will be surfaced with concrete, pavers, bricks or asphalt and are exclusive of garage stalls. Said four (4) off street parking spaces may consist of the driveway to the house and/or any area in addition to the drive. No over night parking will be allowed on the street in front of the home nor will there be allowed any parking in said street for an extended amount of time.
24. **POSTLIGHTS** Each Owner agrees to have installed, at his cost and at the time of construction, a post light (or lantern) containing a minimum bulb size of 100 watts, controlled by photoelectric switch, no more than fifteen (15) feet from the front property line, and not more than ten (10) feet from the driveway serving such lot. The Proprietor may adopt uniform lamp post design requirements. More than one post light may be installed with written approval.
25. **TANKS/RECEPTACLES** No tanks or other receptacles for storage of liquid or gas fuel shall be permitted to be installed or maintained in the Subdivision boundaries unless natural gas is no longer available.
26. **MAILBOXES** Mailboxes shall conform with the character, color and design established by the Proprietor. The Proprietor has adopted a uniform mail box and post design requirements, in conformity with the requirements specified by the U.S. Postal Service. Owner shall pay for mailbox, post and installation.
27. **FENCES & ENCLOSURES** All fences and privacy screens, shall be constructed solely of wood, wrought iron, aluminum or earth-tone vinyl, except for nails, bolts, and other hardware unless approved in writing by the Proprietor. Chain link fences will not be approved. Retaining walls, animal enclosures, outbuildings, swimming pools, and tennis court fencing may be of other materials as approved by the Proprietor. No fence can be built higher than three (3) feet in front of the front yard setback line. Request must be submitted to Proprietor with site plan, showing property lines, set backs, location of home and fencing, existing and planned, color, etc. Proprietor shall take into consideration preservation of the natural area of the lot and shall examine the proposed plans of the Owner submitted for approval as they relate to conservation of the balance of the lot, thus, white fences will not be approved.
28. **CLOTHESLINES** No permanent or temporary clothesline or posts or other fixture for hanging clothes outside of the primary residence shall be constructed or maintained.
29. **GARBAGE RECEPTACLES** No receptacle used for the purpose of garbage storage shall be stored outside of an Owner's home or garage. The only exception to this restriction is on the scheduled day of garbage pickup.



30. **POOLS** Swimming pools will be allowed provided prior written approval has been secured from the Proprietor. No above ground pools shall be permitted. Any swimming pool must be enclosed by fencing and shall comply with any of The City of Peoria ordinances or building codes.
31. **TENNIS/SPORT COURTS** Tennis courts, basketball goals, backboards and all other sporting or recreational equipment may not be installed, permanently or temporarily, in the front yards (that is, within the area between the front of the home and the front property line) and must be approved in writing by the Proprietor. Location, style, screening, colors and any other relevant facts associated with the court shall be submitted for written approval by the Proprietor. Said courts shall observe setback restrictions as set forth in paragraph 2 above.
32. **OUTBUILDINGS** **No outbuildings, unattached garages or storage sheds may be erected or maintained in Waterstone.** Gazebos, playhouses and an outbuilding in conjunction with a pool may be constructed on any lot, but is restricted to a maximum size of fourteen feet by fourteen feet (14' x 14'), with maximum height of twelve (12) feet, and maximum side wall height of eight (8) feet, provided it is constructed of the same materials and colors as the home built on the lot, and provided further that prior written approval for the outbuilding has been secured from the Proprietor. Roof pitch shall adhere to the restriction as written in Paragraph Nine (9.) above. Request must be submitted in writing to Proprietor with site plan, showing property lines, set backs, location of home and fencing, existing and planned, as well as location of adjoining homes drawn to scale.
33. **FIREWOOD STORAGE** No more than two (2) face cords of firewood may be stored outside of any structure on a lot in the Subdivision and firewood may not be stored in any location so it may be seen from the street in front of said home. All firewood shall be stacked in a neat and orderly manner and may not be stacked in height more than four (4) feet.
34. **SATELLITE DISHES** Satellite dishes may be erected subject to the following: (a) a satellite dish shall not exceed thirty (30) inches in diameter; and (b) it must be located in the rear yard or rear roof of the structure ( that is, not in the side nor the front yard ).
35. **MODEL/SPECULATIVE HOMES** Construction of model or spec homes is expressly permitted as long as they conform to the restrictions hereby created.
36. **MODULAR HOMES** No modular, panelized, pre-manufactured or prefabricated homes are permitted in Waterstone.
37. **CERTIFICATE OF OCCUPANCY** No homes shall be occupied until a Certificate of Occupancy has been issued by the appropriate government authority.
38. **USE OF LOT/RESIDENCE** No more than one (1) room in any residence erected in the Subdivision may be used by the Owner for professional purposes incidental to the

practice by the Owner of their profession elsewhere, provided the use does not conflict with the City of Peoria or Peoria County ordinances and regulations. There shall be no pickup or delivery of goods in association with an Owner's profession. No lot in the Subdivision nor any structure erected thereon shall be used for any immoral or unlawful purpose.

39. **LOUD NOISES** Loud noises shall **not** be permitted to emulate from any property, including the Waterstone Park area. Reasonableness shall be determined with reference to the character of Waterstone. Owners shall use due diligence to insure that barking animals owned by them do not disturb their neighbors.
40. **COMBINATION/DIVISION OF LOTS** No lots, as originally platted, shall be combined so as to create less lots. No lot or lots, as originally platted, shall be divided so as to result in the creation of additional lots.
41. **PROPRIETOR'S RIGHT TO RE-PURCHASE** It is the Proprietor's intent that the lots in Waterstone, Section One, be sold for improvement with residences and structures as provided herein and not for speculation and re-sale unless so improved. Proprietor reserves the first and prior right to buy back a lot from an Owner in the event said Owner desires to sell said lot without improvement as aforesaid. Said right to re-purchase shall be triggered by Proprietor's receipt of written notice from an Owner that he has received a bona fide written offer for the purchase of the lot from a 3<sup>rd</sup> party which the Owner wishes to accept, together with a copy of the said bona fide offer. Proprietor shall thereupon have fifteen (15) days to notify Owner in writing of its intent to re-purchase the lot, which re-purchase shall be completed on or before twenty-one (21) days from the date the Owner so notifies Proprietor. The purchase price shall be established by each party obtaining an appraisal of the property and, assuming the highest appraisal does not exceed the lowest by more than ten percent (10%), the selling price shall be ninety seven percent (97%) of the average of the two appraisals. If difference in value of the appraisals exceeds ten percent (10%) of the lowest value, the parties shall submit to a neutral AAA arbitrator to establish the price. Proprietor shall relinquish said right and record a release thereof in the event that (a) Owner erects a house on the lot in accordance with these Restrictions, or (b) Proprietor elects not to re-purchase the lot, or fails to notify Owner of its intent to do so, within the time above provided. If Proprietor does elect to re-purchase the lot, Owner shall at the request of the Proprietor produce evidence of good title free and clear of liens and encumbrances except those to which Owner's purchase was subject, and real estate taxes shall be pro-rated to the date of possession; and Owner shall furnish Proprietor with a good and sufficient warranty deed conveying said lot to Proprietor upon closing and payment of the price therefor. All real estate transfer taxes shall be paid by Owner.
42. **ANIMALS** No animals shall be kept in exterior pens or cages. Only two (2) common household pets shall be allowed. The Proprietor reserves the right to deny the type or breed and number of pet(s).

43. **ATV'S/SNOW MOBILES/MOBILE HOMES/TRUCKS** Only operable passenger cars, SUV's and pickup trucks owned by the Waterstone Owners, their invitees and guests, may be parked in the Subdivision. No mobile homes, RV's, tents, shacks, garages or other outbuildings may be used as a residence in Waterstone. No commercial trucks, trailers, boats, motor homes, ATV's, snow mobiles may be operated or kept in Waterstone or any other land within the existing Waterstone Subdivision or future land owned by Proprietor, except for the purpose of pickup and delivery, unless same is parked in the property Owner's closed garage.
44. **WEEDS, GRASS AND TRASH** All Owners shall maintain their property in a presentable condition, including keeping all weeds and grass cut to a height not to exceed twelve inches (12") on their property. Mowing shall not occur in Stream Buffer area nor Lot 1-A. No lot in the Subdivision nor Lot 1-A shall be used or maintained as a dumping ground for rubbish or yard waste and no Owner will dump grass clippings, dirt or rubbish on the adjoining lots or land. Trash, garbage, or other waste shall not be kept except in sanitary containers.
45. **SIGNS** No sign of any kind shall be displayed on any lot except a sign of not more than six (6) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales. No sign restriction, however, shall apply to the Proprietor.
46. **ENFORCEMENT OF RESTRICTIONS** If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any Owner, contract buyer or lessee to take such legal action as may be necessary to prevent such person or persons from committing such violation or violations or to recover damages for such violation or violations. The Proprietor may, but shall not be obligated to enforce these restrictions.
47. **INVALIDATION OF RESTRICTIONS** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
48. **ALTERATION OF RESTRICTIONS** These covenants, conditions, and restrictions herein provided may be altered, amended or terminated only by the Proprietor prior to the establishment of the Waterstone Homeowner's Association. After aforesaid time the Owners of seventy five percent (75%) or more of the lots as platted in Waterstone Section One and Two (when platted), may alter, amend or terminate these covenants, conditions and restrictions in writing and file for record in the Office of the Recorder of Deeds of Peoria County, Illinois. Only Owners of the fee title shall be permitted to vote on modification, extension or termination of these restrictions. In no case, may the Owners, by vote, terminate their responsibility for maintenance of entrance signage, landscaping, ornamental street signs and the Waterstone Lake created for the benefit of the beautification of the Subdivision or the maintenance of state and federally mandated storm water detention and erosion control facilities.

49. **FUTURE RESIDENCES** All of these restrictions apply not only to the first building erected on each lot, but also to any building thereafter erected as long as these restrictions remain in force and effect.
50. **PURPOSE OF RESTRICTIONS** The restrictions created by this Declaration benefit and burden only the land described in the Declaration and that of the land described in Paragraph 51 below. Notwithstanding the sharing of present or future facilities by other land, whether developed by the Proprietor or others, the general plan created by the restrictions herein extends only to Waterstone Section One and there is no intention to benefit any persons other than those having an interest in the land described herein. The existence of covenants for persons owning land or having an interest in land outside the land described in this Declaration does not confer upon them any right whatever to enforce restrictions hereby created.
51. **EXISTING HOME AT 8521 N. TRIGGER RD.** The home located at 8521 N. Trigger Rd. (parcel #13-03-100-012) shall become a member of the Association upon incorporation and shall have all the rights and privileges granted the Owners in Waterstone. The owner of 8521 Trigger Rd., in lieu of an agreement to sell land to Proprietor of Waterstone shall be granted the perpetual right to pump water from Waterstone Lake for the irrigation system on the property of 8521 N. Trigger for no fee. This owner has an existing home and detached garages which were constructed prior to Waterstone being developed. Therefore, this owner was not required to construct their home under jurisdiction of these restrictions and it's home and garages are hereby "grandfathered" in and accepted by the Proprietor. Any alteration to the exterior of the structures or the addition of structures will need written approval of Proprietor.
52. **HOMEOWNER'S ASSOCIATION**  
Each Owner in Waterstone Subdivision, Section One, and the owner of 8521 N. Trigger Rd. shall be a member of the Waterstone Homeowner's Association (Association). Said Association shall be incorporated as an Illinois Not For Profit Corporation and the property subject to the jurisdiction of this Association shall include the lots in Waterstone Section One and Section Two, when developed, and the owner of 8521 N. Trigger Rd. and any other real estate added, annexed or conveyed thereto.
- A. **Organization** When one hundred percent (100%) of the lots in both phases of Waterstone have been sold by the Proprietor or when the Proprietor deems necessary, a homeowners' association, to be known as the Waterstone Homeowner's Association, shall be organized by recording a written Declaration signed by the Proprietor and the then Owners of the lots in the Office of the Recorder of Deeds of Peoria County, Illinois. Further, said Association shall be incorporated as an Illinois Not-For-Profit corporation and the property subject to the jurisdiction of the Association shall include each lot or part thereof in Waterstone and 8521 N. Trigger Rd., and any other real estate added, annexed or conveyed thereto or to the Association.
- B. **Voting** For the purpose of voting at any meeting of the Association, each lot shall entitle the Owner or Owners thereof to one (1) vote and the decision of the

Association shall be by majority vote except with respect to alteration, amendment or recission 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 Association. In no case can the priveleges hereby granted to the owner of 8521 N. Trigger Rd. be altered by an Association vote.

- C. **Trustees** The Association shall be managed by three (3) Trustees, each of whom shall be an Owner/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 their successors are elected. The secretary shall keep complete records of all actions and proceedings to the Trustees, and the Trustees are hereby authorized to act for and on behalf of the Association, and as may be directed by the members thereof.
- D. **Meetings** The Trustees may call special meetings of the 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 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.
- E. **Power and Duties** When organized, the 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:
1. **Election of Trustees** To elect Trustees and delegate powers and duties thereto.
  2. **General Fund** To provide for a general fund to enable the Association to perform its duties and to maintain the Subdivision and properties under it's jurisdiction.
  3. **Enforcement** To enforce in the name of the 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 Subdivison.
  4. **Common Area Maintenance** To maintain any common area, spray, mow, plant trees, shrubs, flowers, sow or re-sow grass, clean storm sewer grates

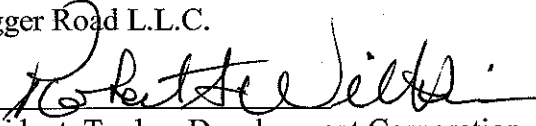
and inlets and keep same free of grass, leaves and debris. To maintain and vacuum storm sewer filter system which drains into Waterstone Lake, fountain and dam and any structure erected upon any ground owned by the Association, including but not limited to the entrance sign, ornamental street signs and landscaping.

5. Lighting To provide for such lights and replacements, repair or improvement thereof as the Association may deem advisable on streets, public places, including the fountain light and entrance sign lighting, gateways and semi-public places, not otherwise provided for.
  6. Insurance To provide and maintain liability insurance for all property owned by the Association in an amount adequate enough to cover all risk associated with the functions of said Association. To provide officer's and director's insurance in an amount deemed necessary to protect any liability born by the Trustees and the performance of their duties.
- F. General Fund For the purpose of providing a general fund to enable the Proprietor or when organized the Association, to perform the duties and to maintain the improvements provided herein, all land within the boundaries of Waterstone shall be subject to improvement and maintenance assessments, to be paid to the Proprietor or when organized, the 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 (\$250.00) per year, but can be changed by the Proprietor or the Trustees of the Association, when formed, 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 fountain, structure, landscaping, street signs, lights or lighting as may be necessary. Such special assessments will begin at the time of Owners of Waterstone lots taking title to said lot and will be prorated upon the date of closing. Such special assessments shall be made and levied on all lots in phase one and two and existing home located at 8521 N. Trigger Road on a per lot basis.
- G. Records and Assessments 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 by any member of the Association or any person designated by a member of 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, interest and legal fees 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 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.

IN WITNESS WHEREOF, Trigger Road L.L.C., has caused this instrument to be executed by its duly authorized officers and its corporate seal affixed at Peoria County, Illinois, this 13<sup>th</sup> day of November, A.D. 2007.

Trigger Road L.L.C.

By:   
President, Traders Development Corporation  
Its Manager

ATTEST:

  
Secretary, Traders Development Corporation  
Its Manager

Part of: 13-03-100-016  
13-03-100-020  
13-03-100-017