

95-19025

FILED  
PEORIA COUNTY  
STATE OF ILLINOIS

PEORIA COUNTY

This Instrument Prepared by:

20 JUN 95 11 40

Robert S. Wilkins, President  
Traders Development Corporation  
721 W. Lake Street  
Peoria, IL 61614

*Robert S. Wilkins*  
RECORDED DEEDS

**DECLARATION OF RESTRICTIONS  
FOR  
COPPERFIELD SUBDIVISION  
SECTION ONE**

The undersigned, Traders Development Corporation, an Illinois corporation, hereinafter referred to as "Proprietor", owner of all the lots in Copperfield Section One, a subdivision of part of the East Half of the Northeast Quarter of Section Fifteen (15), Township Ten (10) North, Range Seven (7) East, of the Fourth Principal Meridian, 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 or parties in interest of any of the lots in the aforesaid subdivision.

1. **PROPERTY USE** Each lot as herein provided shall have only one detached single family dwelling, and a two or three (2 or 3) standard size passenger car private garage attached thereto. No use shall be made of said premises except as is incidental to the occupancy thereof for residential purposes.
2. **SETBACK LINES** No portion of any porch, garage, or other structure shall be erected or maintained closer to the front property line than thirty feet (30'). Each side yard shall be ten percent (10%) of the lot width at the building set back line, but in no case shall it be less than five feet (5'). In the event these side lot lines are not parallel, than the distance shall be determined by the average of the total width of the front and rear lot lines.
3. **PROPRIETOR APPROVAL** Each purchaser agrees to A.) present all building plans, including home and out building plans, specifications, colors, materials, showing the location, elevation and drainage of such buildings to Traders Development Corporation, 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; 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 nine (9) months after start 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.

4. **SQUARE FOOTAGE REQUIREMENTS**

Homes built on lots 1 through 12 and 35 through 60 shall have the following minimum square feet of living area exclusive of garage, breezeway, porch, decks, attics and basements;

- A. Ranch style ( single story ) - One thousand six hundred ( 1600 ) square feet;
- B. Two story and One and a Half story - Two thousand two hundred ( 2200 ) square feet, with a minimum of One thousand two hundred ( 1200 ) square feet on the first floor.

Split foyer type homes, with the garage under a portion of the living area of the home will NOT be approved.

Homes built on lots 13 through 34 shall have the following minimum square feet of living area exclusive of garage, breezeway, porch, decks, attics, and basements;

- A. Ranch style (single story) - One thousand four hundred ( 1400 ) square feet;
- B. Two story and One and a Half story - Two thousand ( 2000 ) square feet with a minimum of One thousand ( 1000 ) square feet on the first floor.

Split foyer type homes, with the garage under a portion of the living area of the home will NOT be approved.

- 5. **ANIMALS** Animal pens shall not be constructed for more than one (1) dog or house pet and must have prior written approval of the Proprietor. The Proprietor reserves the right to deny the type or breed of pet.
- 6. **EXTERIORS** The total exterior walls of all residences erected in the subdivision shall be of rough sawn wood, stucco, brick, stone, vinyl or any combination of the same, or any other material which is approved in writing by the Proprietor prior to the start of construction. Concrete blocks or cinder blocks may not be exposed at the front or side elevations of the exterior walls, except for a maximum of two (2) courses (16") of concrete block which may be exposed along the ground line.
- 7. **POOLS/OUTBUILDINGS** An out-building may be constructed on any lot but is restricted to a maximum size of fourteen feet by twenty four feet (14' x 24'), 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. Above ground swimming pools may be constructed provided prior written approval has been secured from the Proprietor.
- 8. **SIDEWALKS** Each owner agrees to have installed, at his cost, within two years of purchase of a lot, or at the time of construction of the residence, whichever is sooner, a five (5') foot property line sidewalk along the entire street frontage (front and side, if any) of the lot, in accordance with the provisions of the Village of Dunlap Code.
- 9. **POSTLIGHTS** Each owner agrees to have installed, at his cost, a post light (or lantern) containing a minimum bulb size of 100 watts, controlled by photoelectric switch, no less than



fifteen (15) feet from the front property line, and not more than ten (10) feet from the driveway serving such lot.

10. **MAILBOXES** Mailboxes shall conform with the character, color and design established by the Proprietor. The Proprietor may adopt uniform mail box design requirements, in conformity with the requirements specified by the U.S. Postal Service. Purchaser shall pay for mailbox, post and installation at Proprietors cost prior to installation.
11. **EXCAVATION** All materials excavated from any lot shall be removed from the subdivision unless permission is otherwise granted by the Proprietor.
12. **TANKS/RECEPTACLES** No tanks or other receptacles for storage of liquid or gas fuel shall be permitted to be installed or maintained when natural gas is available. All such tanks or receptacles, when required, shall be buried beneath the ground or screened from view, and shall conform to all laws and standards relating thereto.
13. **USE OF LOT/RESIDENCE** No more than one 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 his profession elsewhere, provided the use does not conflict with the Village of Dunlap or Peoria County ordinances and regulations. No lot in this subdivision nor any structure erected thereon shall be used for any immoral or unlawful purpose.
14. **MODEL/SPECULATIVE HOMES** Construction of model or spec homes is expressly permitted as long as they conform to the restrictions hereby created.
15. **MOBILE HOMES/TRUCKS** No mobile home, RV, basement, tent, shack, garage or other out-building shall at any time be used as a residence, temporarily or permanently. No trucks, trailers, boats, mobile homes, or vehicles other than licensed, operable passenger cars, owned by the property owners, their invitees and guests, may be parked or maintained on any lot in the subdivision except for the purpose of pickup and delivery, unless same is parked in the property owner's closed garage.
16. **PROPERTY MAINTENANCE** All property 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. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.
17. **CONSTRUCTION MATERIALS** 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.
18. **EASEMENTS** No permanent buildings or trees shall be placed on utility and drainage easements, but the easement areas may be used for gardens, shrubs and landscaping so long as said use does not interfere with the use intended for the easements purposes.
19. **SIGNS** No sign of any kind shall be displayed on any lot except a sign of not more than twelve (12) 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.

20. **COMMENCEMENT OF CONSTRUCTION** Any individual or entity purchasing a lot in the subdivision must commence construction of residence within twenty four ( 24 ) months after conveyance of title unless a written extension is granted by the Proprietor. If the Proprietor grants such extension the Proprietor may demand 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 lot owner.
21. **FENCES** All fences and privacy screens, shall be constructed solely of wood, except for nails, bolts, and other hardware unless approved in writing by the Proprietor. Retaining walls, animal enclosures, out-buildings, swimming pools, and tennis court fencing may be of other materials as approved by the Proprietor.
22. **OUTLOTS** All lot owners in the subdivision acknowledge that outlots A and B are designated as landscape areas. Such lots may not be used for residential or recreational purposes. It is the intent of the Proprietor to deed title to outlots A and B to the Homeowner's Association, when formed, with the Homeowner's Association to properly maintain said outlots.
23. **ENFORCEMENT OF RESTRICTIONS** If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any lot 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.
24. **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.
25. **ALTERATION OF RESTRICTIONS** The covenants, conditions, and restrictions herein provided may be altered, amended or terminated at any time hereafter by the owners of 3/4 or more of the lots as platted, and any such alteration or termination shall be in writing and filed for record in the Office of the Recorder of Deeds of Peoria County, Illinois, and shall not be valid until so recorded. Only owners of the fee title shall be permitted to vote on modification, extension or termination of these building restrictions.
26. **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.
27. **PURPOSE OF RESTRICTIONS** The restrictions created by this Declaration benefit and burden only the land described in the Declaration. 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 Copperfield Section 1, 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.



28. **HOMEOWNER'S ASSOCIATION** ( Association )

A. **Organization**

Each lot owner in Copperfield Subdivision shall be a member of the Association. When 75% of the lots in Copperfield, Section One have been sold, an Association may be organized by recording a written Declaration signed by the Proprietor and the then owners of record of at least 75% 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 this Association shall include the lots in Copperfield Subdivision, Section One and any other real estate added, annexed or conveyed thereto.

B. **Voting**

For the purpose of voting at any of the meetings of the Association, each lot shall be entitled to one vote and the decision of the association shall be by a simple majority vote, except with respect to the alteration, amendment or rescission of these covenants and restrictions which shall require a 3/4 majority vote. Any owner may designate in writing any other owner of a lot in the subdivision to act as a proxy to vote at any meeting of the Association.

C. **Trustees**

The Association shall have three ( 3 ) Trustees, each of whom shall be homeowner or resident of a lot in the Subdivision and whom shall serve for a term of one ( 1 ) year or until his/her 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 members a president, secretary and treasurer. 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 may be advised by the members thereof.

D. **Meetings**

The Trustees may call special meetings of the Association by giving ten ( 10 ) days prior written notice to all members thereof. Such notice to a member must be either personally served or 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 deem necessary or advisable, not otherwise inconsistent with these provisions.

E. **Powers & Duties**

When organized, the Association shall have the following powers and duties and upon incorporation of the Association, any others that may be granted by the Illinois Not for Profit Corporation Act, provided however, that nothing herein shall be deemed to prevent any owner from enforcing any restrictions or covenants in his/her own name:

1. **Election of Trustees**

To elect Trustees and delegate power and duties thereto.

2. **Enforcement**

To enforce, as the Association sees fit in the name of the Association, any and all covenants, easements, reservations, conditions and restrictions which have been imposed upon said lots in Copperfield, Section One.

3. **Maintenance**

Maintenance shall include but not be limited to, responsibility for outlots A and B, signage and the island at Route 91, including mowing, spraying and trimming of lawns, trees and shrubs, planting of flowers, grass, clean up of leaves and debris, replacement of bulbs and fixtures, and insuring of said areas.

4. **Budget**

A budget shall be established for the purpose of providing monies to perform the duties of maintaining the improvements and paying for said services and utilities associated with the Copperfield Subdivision entrance area including outlots A and B and the island at Copperfield Drive and Illinois Route 91, and any other duties and activities as required.

F. **Assessment**

All lots in Copperfield Subdivision shall be subject to an annual general fund assessment to fulfill the budget, subject to increases or decreases as deemed appropriate by the Proprietor and the Association. The assessment will be billed August 1 each year payable September 1 each year to the record owners of Copperfield lots. The Proprietor and when formed, the Association shall file a lien against and property owner for unpaid assessments after 60 days over due.

Until the Association is formed the Proprietor shall be responsible for the direction of the maintenance as well as funding the balance of monies required for carrying out of the maintenance services.


G. **Merger of Associations**

If the Proprietor elects to develop contiguous subdivisions which shall be called subsequent sections of Copperfield, upon written request from the Proprietor the Association shall merge with the homeowners association of such subdivision.

IN WITNESS WHEREOF, Traders Development Corporation, has caused this instrument to be executed by its duly authorized officers and its corporate seal affixed at Peoria County, Illinois, this 28 day of JUNE, A.D. 1996.

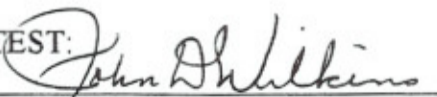
Traders Development Corporation

By:



Its President

ATTEST:

  
Its Secretary



# ADDENDUM ONE DECLARATION OF RESTRICTIONS FOR COPPERFIELD SECTION ONE

The undersigned, TRADERS DEVELOPMENT CORPORATION, and Illinois corporation, "Proprietor" of Copperfield Section One, a Subdivision of part of the East Half of the Northeast Quarter of Section Fifteen (15), Township Ten (10) North, Range Seven (7) East, of the Fourth Principal Meridian, Peoria County, Illinois, does hereby subject said Subdivision and each residential lot therein to the following covenants, conditions and restrictions, thereby adding to the restrictions set forth in a certain Declaration of Restrictions for Copperfield Section One recorded June 28, 1996, as Document No. 96-19025.

1. A fence has been installed by the Proprietor at the rear of lots 14 through 23 for the benefit of said lot owners in Copperfield, Section One. Under no circumstance shall the fence be removed. Said fence shall not be altered in regards to style, size, color, etc., without written permission of three-fourths (3/4) or more of the owners of lots 14 through 23 as platted in said Subdivision. If maintenance of any kind is required on any portion of the fence it shall be repaired at the expense of the homeowner on whose lot the portion of the fence needing repair is situated. Any repair shall be made with the same material color and quality.
2. Proprietor Traders Development Corporation represents and warrants that it is the record title holder of more than seventy-five percent (75%) of all residential lots in Copperfield Section One and, therefore, has the authority to establish the additional restrictions set forth in paragraph 1 above.