

This Instrument Prepared by:

Traders Development Corp.
721 W. Lake Street
Peoria, IL 61614

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

The undersigned, Traders Development Corporation, an Illinois Corporation, hereinafter referred to as "Proprietor", owner of all the lots in Copperfield Section Two, a subdivision of part 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 (Owners) or parties in interest of lots 61 through 86 in the aforesaid subdivision. *part of 08-15-227-030 and 08-15-278-001*

1. **PROPERTY USE** 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 Owner agrees to A.) present all building plans,

including home and out building plans, specifications, colors, materials, showing the location, exterior elevation, grade elevation and drainage of such buildings 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 or raise the grade 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 of occupancy; 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 markers (these markers are for both your lot and the adjoining lots.) or pay for engineer to replace survey markers on lot lines and lot corners.

4. **SQUARE FOOTAGE REQUIREMENTS** All 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. Ranch style (single story) - One thousand six hundred (1,600) square feet.
 - B. One and a half story and two story - Two thousand (2,000) square feetSplit 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, 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 two (2) courses (16") of foundation which may be exposed along the ground line.
7. **POOLS/OUTBUILDINGS** Swimming pools will be allowed provided prior written approval has been secured from the Proprietor. An outbuilding in conjunction with a pool or otherwise may be constructed on any lot, but is restricted to a maximum size of fourteen feet by twenty four feet (14' x 24'), with maximum height of twelve feet (12'), 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. Request must be submitted to Proprietor with site plan, showing property lines, set backs, location of home and fencing, existing and planned, etc.
8. **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 of the structure (that is, not in the side nor the front yard).
9. **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 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.

10. **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.
11. **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. Owner shall pay Proprietor for mailbox, post and installation at Proprietors cost prior to installation.
12. **EXCAVATION** All materials excavated from any lot shall be removed from the subdivision unless permission is otherwise granted by the Proprietor. Owner shall place no dirt from the excavation for the home on the adjoining lots.
13. **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.
14. **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 his profession elsewhere, provided the use does not conflict with the Village of Dunlap 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 this subdivision nor any structure erected thereon shall be used for any immoral or unlawful purpose.
15. **MODEL/SPECULATIVE HOMES** Construction of model or spec homes is expressly permitted as long as they conform to the restrictions hereby created.
16. **MOBILE HOMES/TRUCKS** No mobile home, RV, basement, tent, shack, garage or other outbuilding shall at any time be used as a residence, temporarily or permanently. No commercial trucks, trailers, boats, mobile homes, or vehicles other than licensed, operable passenger cars and pick-up trucks, owned by the property Owners, their invitees and guests, may be parked on the street 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.
17. **MODULAR HOMES** Modular homes are not permitted in Copperfield. Panelized homes are permitted in Copperfield, but must have written approval of the Proprietor.
18. **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. No lot shall be used or maintained as a dumping ground for rubbish or yard waste and no lot owner will dump grass clippings, dirt or rubbish on the adjoining lots. Trash, garbage, or other waste shall not be kept except in sanitary containers.

19. **CONSTRUCTION MATERIALS** Only new materials, except for brick, 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.
20. **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.
21. **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.
22. **FENCES** All fences and privacy screens, shall be constructed solely of wood, wrought iron or 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, etc.
23. **COMMENCEMENT OF CONSTRUCTION** Any individual of 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 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 lot owner.
24. **OUTLOTS** All lot owners in the subdivision acknowledge that outlots A and B, as shown on recorded plat of Copperfield Section One, 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.
25. **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. The Proprietor may, but shall not be obligated to enforce these restrictions.

26. **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.
27. **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. Any restrictions effecting specific lots will require 3/4 of those lot Owners to alter, amend or terminate. Only Owners of the fee title shall be permitted to vote on modification, extension or termination of these restrictions.
28. **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.
29. **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 Two, 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.
30. **HOMEOWNER'S ASSOCIATION** (Association)
 - A. **Organization**

Each lot owner in Copperfield Subdivision, Section Two shall be a member of the Copperfield Homeowner's Association. When seventy five percent (75%) of the lots in Copperfield, Section One have been sold, or sooner, an Association shall be organized by recording a written Declaration signed by the Proprietor and the then owners of record of at least seventy five percent (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 Two and any other real estate added, annexed or conveyed thereto.
 - B. **Voting**

For the purpose of voting at any of the meeting of the Association, each lot shall be entitled to one (1) 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 a homeowner of 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 of owner from enforcing any restriction of covenant 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.

3. **Maintenance**

Maintenance shall include but not be limited to, responsibility for outlots A and B, as shown on Plat of Copperfield, Section One, signage and the island at Illinois 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 moneys 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 all Copperfield lots. The proprietor and when formed, the Association shall file a lien against any property owner for unpaid assessments after sixty (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 moneys 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 _____ day of _____, A.D. 19____.

Traders Development Corporation

By: _____
Its President

ATTEST:

Its Secretary

FILED
PEORIA COUNTY
STATE OF ILLINOIS

19 JUN 00 15 33

John H. Lewis
REGISTERED CLERK OF DEEDS

PEORIA COUNTY

This Instrument Prepared by:

JAMES H. BUNCE
Johnson, Bunce & Noble, P.C.
411 Hamilton Blvd., Suite 1900
Peoria, Illinois 61602

**FIRST AMENDMENT TO DECLARATION OF
RESTRICTIONS FOR COPPERFIELD SECTION TWO**

The undersigned, TRADERS DEVELOPMENT CORPORATION, an Illinois corporation, being the owner of Lots 61 through 67 as well as three-fourths (3/4) or more of all of the lots as platted in **Copperfield Section Two**, a Subdivision of part of the Northeast Quarter of Section 15, Township 10 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois, hereby makes this First Amendment to the Declaration of Restrictions for said Subdivision, as follows:

A permanent drain line easement ("Drain Line Easement") is hereby created in, over, across and upon a part of Lots 61 through 67 of Copperfield Section Two ("The Lots"), more particularly bounded and described as follows:

PIN NOS.: 08-15-227-030 and 08-15-278-001 (Part of) (Lot 61)
08-15-227-030 and 08-15-278-001 (Part of) (Lot 62)
08-15-227-030 and 08-15-278-001 (Part of) (Lot 63)
08-15-227-030 and 08-15-278-001 (Part of) (Lot 64)
08-15-227-030 and 08-15-278-001 (Part of) (Lot 65)
08-15-227-030 and 08-15-278-001 (Part of) (Lot 66)
08-15-227-030 and 08-15-278-001 (Part of) (Lot 67)

Commencing at the Southeasterly corner of Lot 61 of COPPERFIELD SUBDIVISION SECTION TWO, being a part of the Northeast Quarter of Section 15, Township 10 North, Range 7 East of the Fourth Principal Meridian, Peoria County, Illinois; thence North 27° 52' 16" West along the East line of said Lot 61, a distance of 7.5 feet to be the Point of Beginning of the Centerline of a 15 foot wide easement to be described, thence South 62° 07' 44" West along said Centerline a distance of 261.03 feet; thence South 86° 09' 26" West along said Centerline a distance of 350.36 feet; thence North 44° 20' 29" West along said Centerline a distance of 25 feet to the terminus of said easement.

Commonly known as:

Westfield Court, Dunlap, Illinois 61525

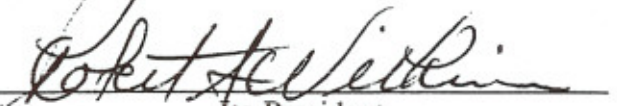
Said Drain Line Easement is for the purpose of laying, constructing, maintaining and repairing facilities for a drainage pipe system across The Lots as shown and depicted on the plat attached hereto and incorporated herein by this reference as Exhibit A. Said drainage pipe system contained within the Drain Line Easement shall be for the sole purpose of receiving sump pump footing water. No other storm water, downspout water or surface drainage shall be allowed to enter said drainage pipe system.

Said Drain Line Easement shall be for the benefit of The Lots (Lots 61 through 67 of Copperfield Section Two) as well as Lots 56 through 60 in Copperfield Section One and future lots lying West of Copperfield Section One and Copperfield Section Two that may be served by said drainage pipe system. The cost of connection to said Drain Line Easement shall be borne by the owners of each respective lot seeking connection thereto. **The Copperfield Homeowners Association** shall be responsible for the maintenance and repair of said Drain Line Easement and drainage pipe system and shall monitor and restrict the use exclusively to sump pump footing water, and shall assess the owners of all lots connected to said drainage pipe system for an equal share of the cost of such maintenance and repair. Said assessments shall be billed to said lot owners upon completion of the work, and shall be payable in full within 30 days thereafter. The Association shall file a lien against any property owner for unpaid assessments herein after the same shall become 60 days past due.

No permanent buildings or improvements shall be constructed on the Drain Line Easement, provided however, the surface of the land may be used for fences, shrubbery or other lawn improvements which do not interfere with said Drain Line Easement. This grant includes the right of ingress and egress over The Lots to and from the above described easement strip for the uses and purposes herein set forth. Said 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.

IN WITNESS WHEREOF, the undersigned through its duly authorized officer has executed this instrument this 12th day of June, 2000.

TRADERS DEVELOPMENT CORPORATION

By 
Its President

ATTEST:


Its Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that ROBERT S. WILKINS and JOHN D. WILKINS personally known to me to be the President and Secretary, respectively, of TRADERS DEVELOPMENT CORPORATION, an Illinois corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such officers, and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument and that the seal affixed thereto is the seal of said corporation.

Given under my hand and notarial seal this 12th day of June, A.D. 2000.



Alice J. Jury
Notary Public

RETURN TO:

James H. Bunce
Johnson, Bunce & Noble, P.C.
411 Hamilton Blvd., Suite 1900
Peoria, IL 61602-1136
Telephone: (309) 673-0741

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