

PEORIA COUNTY

This Instrument Prepared by:

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

FILED  
PEORIA COUNTY  
STATE OF ILLINOIS

05 JUL 18 16 22

*Bradley E. Hoster*  
RECORDER OF DEEDS

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**DECLARATION OF RESTRICTIONS  
FOR  
COPPERFIELD SUBDIVISION  
SECTION FIVE, PART ONE & PART TWO**

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The undersigned, Traders Development Corporation, an Illinois Corporation, hereinafter referred to as "Proprietor", owner of all the lots in Copperfield Section Five, Part One & Part Two, a subdivision of part of the South 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 ( Owners ) or parties in interest of **lots 147 through 176** 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.
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 lot width shall be determined to be 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 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; 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 twelve (12) months of 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; 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 Zumwalt and Associates and the cost will be deducted from Owner's security deposit.
  
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;  
**Lots 147 through 169:**
  - A. Ranch style ( single story ) - One thousand eight hundred (1,800) square feet.
  - B. One and a half story - Two thousand four hundred (2,400) square feet.
  - C. Two Story - Two thousand six hundred (2,600) square feet**Lots 170 through 176:**
  - A. Ranch style ( single story ) - One thousand six hundred ( 1,600 ) square feet.
  - B. One and a half and two story - Two thousand one hundred ( 2,100 ) square feet.

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 breed 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, cement board, 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. Each home shall have a minimum of thirty-three percent (33%) brick, stone or synthetic type stone or stucco on the front elevation. 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 twenty four inches (24") of foundation which may be exposed above 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 ten feet (14' x 10'), with maximum height of twelve feet (12'), and maximum side wall height of eight feet (8"), 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 in writing 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. (2 feet in front of the property line.)
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 for mailbox, post and installation.
12. **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.
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. **ATV'S/SNOW MOBILES/MOBILE HOMES/TRUCKS** Only operable passenger cars and pickup trucks owned by the Copperfield homeowners, 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 Copperfield. No commercial trucks, trailers, boats, motor homes, ATV's, snow mobiles may be operated or kept in Copperfield Section Five, Part One, or any other land within the existing Copperfield Subdivision or future Cooperfield land owned by Proprietor, 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 or land. 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 or purpose of the easement. The Village of Dunlap shall have access over and across all utility easements for repair and replacement of Village utility lines. The Village shall be obligated to replace dirt, grade and seed only, property disturbed by repair. Landscape, shrubs, flowers, trees, fences, etc. removed in this process may be replaced at the property owners sole expense.
21. **SUMP PUMP DRAIN LINE EASEMENT** Sump Pump Drain Line Easements as shown on The Plat of Copperfield Section Five, Part One serving lots 147 through 153, lots 154 through 159 and lots 159 and 160, and for lots 173 through 176 as shown on The Plat of Copperfield Section Five, Part Two, shall be for the purpose of laying, constructing, maintaining and repairing facilities for sump pump drainage pipe system across the above referenced lots. Sump pump water for lots 165 through 169 shall be discharged to the rear of the lot where no water can get to the street. The sump pump drainage pipe system in the easement shall be for the exclusive use of present and future homeowners 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 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 Copperfield Section Five, Part One and Part Two, 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.

22. **SURFACE DRAINAGE EASEMENTS** Surface drain Easements are created to handle natural surface drainage over and across the lots in Copperfield. Lot owners shall finish grade the homesite (lot) so that the surface drainage across the lot is not altered in the easement area. Further, the surface drainage easement, if any, across the lot are not to be filled or lowered so as to disrupt in any way the established drainage. During construction the property owners shall fence off the drainage easement to prevent any change or grade, rutting or blockage along the easement on said lot and on adjoining vacant lots. 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 or access to repair and maintain the same. In cases where shrubs, trees and fences, landscape, etc. obstruct access over the easement, the removal and replacement of the obstruction shall be the obligation of the property owner who placed the obstruction in the easement.
23. **MASTER LOT DRAINAGE AND GRADING PLAN** Each lot owner shall be responsible for directing their contractor to conform to the Copperfield Section Five, Part One and Part Two Master Lot Drainage and Grading Plan. Lot 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.
24. **LOT OWNERS RESPONSIBILITY** Each lot owner shall be responsible for the protection of all of the following on the lot purchased in Copperfield Section Five, Part One and Part Two, 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 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 their contractors or subcontractors.
25. **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.

26. **FENCES Section 5 Part One and Part Two** 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. Replacement of fences placed on utility easements where utility repair is required shall be the cost of the property owner.

**FENCES Section 5 Part Two** A six foot (6') privacy fence has been installed by the proprietor along the north line of the lots of Copperfield Section 5, Part Two. Said fence commencing near the north westerly corner of Section 5, Part 2 and running east to a point near the center line of the earthen berm running southerly in the berm and fence easement, a distance of approximately five hundred feet (500') and terminating in the berm and fence easement in the rear of Lot 173A, as shown on the Final Plat.

The berm and fence have been created to provide some sight and sound buffer from traffic along IL State Route 91 lying east of said easement. It is understood that no property owner will remove fence or paint the fence, and the fence shall be maintained and repaired by the property owner on whose lot the fence exists. No property owner shall modify or remove the berm which runs across the rear (east) of lots 173A, 173B, 174A and 174B.

27. **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 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.
28. **OUTLOTS** Outlots A & B Section One, shall be for Copperfield Entrance area beautification and Outlot C in Copperfield, Section One and Outlot A in Copperfield, Section Three shall be used for storm water detention for the benefit of Copperfield lot owners, present and future sections. The maintenance of these outlots shall be the responsibility of the Copperfield Home Owners Association. The Proprietor reserves the right to maintain one double faced four foot by eight foot (4' x 8') marketing sign on the Outlot B, Section One.
29. **FUTURE PARK/OUTLOT A SECTION FOUR** It is the intent of the Proprietor to deed Outlot A in Copperfield Section Four to the Village of Dunlap for the development by the Village of a future park.
30. **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.

31. **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.
32. **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 in Copperfield Section Five, Part One and part Two, 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. In no case, may the homeowners, by vote, terminate their responsibility for maintenance of Outlots 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.
33. **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.
34. **PURPOSE OF RESTRICTIONS** The restrictions created by this Declaration benefit a 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 Sections One, Two, Three, and Four, and Five, Part One and Part 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.
35. **HOMEOWNER'S ASSOCIATION** ( Association )

Each lot owner in Copperfield Subdivision, Section One, Two, Three, Four, and Five, Part One and Part Two shall be a member of the Copperfield Homeowner's Association. Said Association is 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, Two, Three, Four, and Five, Part One and Part Two and any other real estate added, annexed or conveyed thereto.

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 19<sup>th</sup> day of July, A.D. 2005.

Traders Development Corporation

By: *[Signature]*  
Its President

ATTEST:

*[Signature]*  
Its Secretary

Part of : 08-15-251-003, 08-15-280-007, 08-15-280-017