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DECLARATION OF RESTRICTIONS
FOR BRIGHTON PARK SUBDIVISION SECTION FIVE

The undersigned, **ABSOLUTE DEVELOPMENT, LLC**, an Illinois Limited Liability Company, Developer of the following described land, to-wit:

Lots 41 through 69, inclusive and Outlot A in **BRIGHTON PARK SUBDIVISION SECTION FIVE**, a Subdivision as shown on the Plat recorded in Plat Book _____, at Page _____, situated in the County of Woodford, in the State of Illinois.

PIN: _____;

does hereby make, publish and declare certain restrictions, conditions, covenants, reservations and easements applying to all property included within said Plat of Brighton Park Subdivision, Section Five, more particularly set forth as follows, to-wit:

1. **Allowable Structures.** No structure shall be erected, altered, placed or permitted to remain on any building site other than one (1) detached single family dwelling, a private garage for not less than two (2) cars nor more than three (3) cars, and other accessory buildings incidental to residential use of the premises.
2. **Developer Approval.** No building, outbuilding, tower, solar panels, satellite dish, or swimming pool shall be erected, placed or altered on any lot in the Subdivision until the building plans, specifications and site plans of said improvements have been submitted to and approved by the Developer. The Developer, as part of the approval process, shall evaluate the proposed improvements as to conformity and harmony of external design with existing structures in the

Subdivision and as to location of building with respect to topography and finished ground elevation. A minimum of two (2) copies of all building plans, specifications and site plans shall be submitted before commencement of any construction on a lot. One copy of said building plans, specifications and site plans shall be retained by the Developer. The Developer, at Developer's option, may require that samples of all exterior materials be submitted for examination prior to approval. If the Developer fails to give written approval or disapproval to such plans and specifications within thirty (30) days after same have been received by the Developer, the plans and specifications shall be deemed approved. All improvements shall be constructed in strict conformity with approved plans and specifications. Any changes during construction of the size or exterior of the building, either as to materials or colors, must be approved in writing by the Developer prior to continuation of construction.

3. **Minimum Size.** No dwelling shall be permitted on any site unless it includes not less than a two (2) stall garage nor more than a three (3) stall garage. No one story dwelling shall occupy a ground floor area of less than 1,700 square feet exclusive of garages. No dwelling having more than one (1) story shall occupy a ground floor area of less than 1,100 square feet and a total floor area (exclusive of garages) of less than 2,000 square feet as to two (2) story residences and 1,800 square feet as to one and one-half story (1 ½) story residences. In computing the floor area of a dwelling for the purpose of applying this restriction, one-half (1/2) of the area of enclosed porches shall be considered to be part of the dwelling and basements shall not be included in the required square feet calculation. All residences shall be ranch, one and one-half (1 ½) or two (2) story dwellings unless prior written approval is obtained from Developer. One and one-half (1 ½) story dwellings must have at least two (2) dormers facing the front of the dwelling. Split-levels, split-foyers and other multi-level dwellings are not allowed without written approval of the Developer.

4. **Building Location.** No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line nor nearer than twenty-five (25) feet to the side street line. No main or accessory building shall be located closer to the side lot lines than a distance of eight (8) feet. No dwelling shall be located on any interior lot nearer than thirty-five (35) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be construed as building elements and may project into the building setback area. Where a building site consists of more than one (1) lot, the above provisions shall be applicable to the boundary lines of the building site rather than platted lot lines.

5. **Driveway Construction.** All homes shall have a concrete driveway which shall be a minimum of twelve (12) feet in width, and which shall be completed within one (1) year after completion of the residence.

6. **Sidewalk Construction.** All lot owners shall be required to install a five (5) foot wide, four inch (4) thick and six inch (6) thick at driveway, concrete sidewalk on four inches (4) of sand fill with control joints at 5'-0" on center at the front of their lot as indicated in the Plat of Brighton Park Subdivision, Section Five, within one (1) year of the beginning of construction of their dwellings. The street side edge of the sidewalk shall be located five (5) feet from the back of the curb along Brighton Drive and around the Cul-de-sac.

7. **Required Sewer System Design.** All building sewage systems shall be designed and constructed as gravity flow systems out of all levels except for basement levels. Sewer service pipe shall exit each building no more than four (4) feet below grade. All basement waste lines shall flow into a sewage ejector system and be pumped up to the gravity flow lines. All plumbing systems shall be designed and built according to the Illinois Plumbing Code, current edition.
8. **Permissible Building and Order of Construction.** All buildings erected on any building site shall be constructed of materials of good quality suitably adopted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. Accessory buildings shall not be erected, constructed or maintained prior to the erection or construction of the dwelling. The provision herein shall not apply to temporary buildings and structures erected by buildings in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.
9. **Yard Lights.** Each owner shall install on the street side of his lot not more than ten (10) feet from the curb line, and not more than four (4) feet from its driveway, a post light (or lantern) containing a minimum bulb size of 100 watts, controlled entirely and only by a photo electric cell. All property owners in Brighton Park Subdivision, Section Five shall be required to maintain said yard light in proper working order.
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10. **Garbage and Refuse Disposal.** 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. All equipment used for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
11. **Storage.** No building material of any kind or character shall be placed or stored upon a building site until the owner is ready to commence improvements and then such material shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be placed in the street right of way.
12. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
13. **Building Floor Elevations.** Final elevations for all buildings shall be approved by the building committee prior to commencement of construction. In no case shall the first floor elevation be higher than three (3) feet above the highest curb elevation adjacent to and along the front property line(s).
14. **Street Sight Line Obstruction.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property

lines extended. Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street property line, either edge of any driveway and a line connecting a point thirty (30) feet outward from the edge of the driveway ten (10) feet from the street property line.

15. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two (2) dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

16. **Signs.** No billboards or signs of any kind shall be erected or maintained on said premises except one sign of not more than five (5) square feet on any one lot, advertising the property for sale or rent.

17. **Vehicle Storage.** No passenger cars, recreational vehicles, trailers, vans, mobile homes, boats or other objects of substantial size, whether operative or inoperative, may be parked or stored on a regular basis within the confines of the Subdivision unless same are enclosed and concealed from view within a garage on the owner's property. This provision, to the extent permitted by law, shall also apply to those parts of the Subdivision dedicated as public roadways.

18. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any said lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No person, firm or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation of grading incidental thereto.

19. **Liquor.** No intoxicating liquors of any kind shall be manufactured or sold on said premises; and no tavern shall be erected or operated thereon.

20. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

21. **Excavation.** No dirt from any excavation shall be removed from said subdivision unless approved by the proprietor, but shall be disposed of as designated by the Developer.

22. **Exterior Building Finishes.** No wallboard, aluminum siding, sheet metal, tar paper or roofing paper shall be used for any exterior wall coverings or roofs. Aluminum may be used for gutters and downspouts, soffit and fascia boards. Stone, brick, wood, vinyl and stucco style materials shall be permitted exteriors, provided such materials are of suitable quality, grade and coloration so as to conform and harmonize with other improvements in the Subdivision. No excessively bright colors (blue, pink, etc.) or light shadings shall be permitted on the exteriors of any

building in the Subdivision. Prefabricated houses and foundations are prohibited.

(a) Minimum roof pitch on all houses shall be six (6) to twelve (12) and on front facing gables shall be eight (8) to twelve (12).

(b) Each house must include no less than Twenty-five Percent (25%) brick or brick and stone combination on the front elevation.

(c) All cranes must be out of the Subdivision between one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise.

23. **Fencing.** Chain link fencing is prohibited. Decorative fencing when approved by the Developer will be allowed but shall not be more than 5'-0" in height above finish grade.

24. **Waiver.** The failure of the Developer, any building site owner or the present owner of the said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

25. **Waiver of Restrictions.** These restrictive covenants can be waived, in whole or in part, as to any one or more lots, by an instrument signed, acknowledged and recorded by the Developer. Upon transfer of two-thirds (2/3) or more of the lots, waivers shall be approved by not less than ninety percent (90%) of the lot owners.

26. **Enforcement.** Enforcement shall be by the proceedings in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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

28. **Amendments.** Until the Developer transfers two-thirds (2/3) of the lots, the Developer shall retain the right to amend, modify or annul any of these restrictive covenants by a signed, recorded instrument. Upon the transfer of two-thirds (2/3) or more of the lots by the Developer, these restrictive covenants may be amended or revised if approved by seventy-five percent (75%) of the lot owners in a duly signed, acknowledged and recorded instrument.

29. **Erosion Control.** Each lot owner shall be responsible for erosion control during the course of construction activities on said lot and shall indemnify and hold Developer harmless with respect to all fines, penalties, interest, court costs, attorneys' fees or other expenses of any kind that may result from the violation of any law, ordinance or erosion control permit issued to Developer or any other party.

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30. **No Reserve Accounts.** The Developer shall not be required to maintain or fund any reserve accounts to provide for capital expenditures, replacements or contingencies with respect to any common areas including, without limitation, all signage easements.

31. **Duration of Restrictive Covenants.** The foregoing covenants, limitations and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them.

HOMEOWNERS ASSOCIATION

1. **Membership In Association.** Upon its formation, all lot owners in the Subdivision shall become members of the Brighton Park Section Five Homeowners Association (hereinafter referred to as the "Association"). Membership in the Association shall run with the land, and any conveyance of an interest to property in the Subdivision shall be deemed a conveyance of the associated membership in the Association.

2. **Formation Of Association.** The Association shall be formed on the earlier of: (a) the sale of all of the Developer's interest in the Subdivision, or (b) the sale of Seventy-five Percent (75%) of the total lots in the Subdivision, plus written approval by the Developer for formation of the Association. The Association shall not be deemed formed until written notice of the formation of the Association has been recorded in the Office of the Woodford County Recorder of Deeds and indexed to each lot in the Subdivision.

3. **Powers And Duties Of Association.** Once formed, the Association shall have the following powers and duties:

(a) **Enforcement of Restrictions.** The Association shall specifically have the authority to bring suit to enforce compliance with any of the restrictions pertaining to the Subdivision in its own name and on its own behalf and shall be entitled to recover reasonable attorneys' fees and costs with respect to any such suit.

(b) **Maintenance.** The Association shall be responsible for the care, maintenance, and upkeep of the common areas and entryways of the Subdivision, if any, with said areas to include, without limitation, such areas as may hereinafter be subject to easements in favor of the Developer or the Association for maintenance of Subdivision signs, lighting, landscaping, or common areas. The Association shall also be responsible for the maintenance, repair and replacement of the landscape block culvert headwalls for the structure located under Park Avenue.

(c) **Construction Approval.** Upon written grant of authority from the Developer, the Association shall be responsible for the approval of construction in the Subdivision in accordance with the restrictions and the issuance of certificates of compliance.

(d) **Power to Assess.** The Association shall be authorized to assess fees against the lot owners in the Subdivision for the operational costs and projects of the Association in accordance with the guidelines hereinafter established.

(e) **Developer's Rights.** Upon written grant of authority from the Developer, the Association shall have all rights otherwise reserved to the Developer.

(f) **Indemnification.** The Association shall indemnify and hold harmless the Developer against all expenses (including attorneys' fees), judgments, claims or demands incurred with respect to any suit, proceeding or other action arising out of its actions or inactions with respect to the Subdivision, provided such action or inaction does not constitute willful misconduct in the performance of its duties.

4. **Organization And Operation Of The Association.** Once formed, the Association may establish guidelines and by-laws for operation of and membership in the Association. The Association may elect to be organized and operate as a not-for-profit corporation or any other type of legal entity.

5. **Initial Meeting And Organization Of Association.** Notice of the initial meeting of the Association shall be provided by the Developer by either the delivery or mailing of notice, regular mail, to each lot owner in the Subdivision, or by the posting of a notice of the meeting in at least three conspicuous locations in the Subdivision at least 14 days prior to the meeting. Any such notice shall detail the date, time and place of the initial meeting of the Association, with said meeting to be held within 45 days of the initial mailing or posting of the notice. If notice is given by posting, said notices shall remain posted for at least 14 days. The Developer may conduct the initial meeting until such time as the first election of trustees. If the Developer should fail to schedule the initial meeting of the Association after such time as when the Association should have been formed, the initial meeting can be scheduled by any individual lot owner in the Subdivision by following the procedures noted herein.

6. **Voting Rights.** With respect to all Association matters, one vote may be cast by the collective owners of any lot in the Subdivision. In the event any lot has been divided, the respective owners of such divided lot may cast a percentage of one vote, with said percentage to relate to the portion owned of the originally platted lot. Voting in Association matters may be done in person or by written proxy for specific issues, or general proxies provided same, on their face, expire within six months of execution.

7. **Election Of Trustees.** At the initial meeting of the Association, each lot owner shall be entitled to cast one vote for each lot owned for the election of Trustees of the Association. Those three individuals receiving the highest total of votes shall be elected as Trustees of the Association. The Trustees shall have the following rights and duties:

(a) **Budget.** The Trustees shall formulate a budget based on the estimated annual expenses of the Association for maintenance of common areas and

organization costs with a reasonable reserve.

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(b) **Assessment.** The Trustee shall provide for the assessment of fees to each lot owner in an amount necessary to provide the estimated funds required pursuant to the budget.

(c) **Employment.** The Trustee shall employ, on behalf of the Association, such maintenance or service personnel as may be required to provide services to the common areas of the Association, and to employ and retain on behalf of the Association such legal, accounting, or other professional services as may be required by the Association.

(d) **Creation of By-Laws.** The Trustee shall formulate and propose, as part of the initial organization of the Association, general by-laws and guidelines for the Association.

(e) **Payment of Invoices.** The Trustee shall pay the bills of the Association and to maintain accounts, books and records in accordance with standard accounting practices.

8. **Provisions Relating To Trustees.** Unless and until the Association adopts new by-laws, each Trustee shall be elected for a period of two (2) years, provided, however, that the two (2) Trustees receiving the fewest number of votes at the initial meeting of the Association shall be elected for a term of one (1) year, with their successors to be elected for two (2) year terms. The Trustees shall provide for at least an annual meeting of the Association to be held at a reasonable time and place, which meeting shall include the election of new Trustees, with notice of said meeting to be made by delivering or mailing such notice, regular mail, to all lot owners or by conspicuously posting notice of said meeting for 14 days in advance of the meeting in at least three (3) places in the Subdivision. Trustees shall not be entitled to receipt of compensation for their acts as Trustees, nor shall any Trustee receive compensation for professional advice provided to the Association (except reimbursement for reasonable out of pocket expenses). Absent fraud or gross negligence, no Trustee shall be personally liable for any act or failure to act on behalf of the Association.

9. **Adoption Or Amendment of By-Laws.** The Association may adopt or amend the By-laws of the Association upon the affirmative vote of three-fourths (3/4) of all lot owners in the Subdivision.

10. **Assessments.** The Association shall be empowered to assess each individual lot for said lot owner's proportionate share of the budget established by the Trustees. Assessments against each lot in the Subdivision shall be in equal amounts regardless of a lot's size. Owners of any divided lot shall pay an assessment for such divided lot equal to a standard lot assessment times the proportionate amount of the divided lot owned. In the event the Association is formed prior to the sale of all of Developer's lots in the Subdivision, the assessments with respect to any lots owned by the Developer shall be limited to the proportionate share of the actual operating expenses of the

