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Peggy S. Rupp Recorder of Deeds

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**DECLARATION OF RESTRICTIONS  
FOR  
MACEY'S PLACE SUBDIVISION**

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This Declaration of Restrictions for MACEY'S PLACE SUBDIVISION ("Declaration"), is made this 1 day of JANUARY, 2004, by Builders Development, LLC, an Illinois limited liability company, owner of all the lots in Macey's Place Subdivision (hereinafter referred to as "Developer").

**WITNESSETH:**

WHEREAS, the Developer is the owner in fee simple of certain hereinafter described real estate, in Woodford County, Illinois, which has been platted and said plat recorded September 24, 2003, in Book 49, page 11, Woodford County, Illinois, and is known as Macey's Place Subdivision ("Subdivision"); and

WHEREAS, the Developer intends to develop the Subdivision as a single family residential development; and

WHEREAS, the Developer desires to establish certain easements, rights and restrictions on the real estate of the Subdivision for the benefit of itself and all future owners of any part thereof, and any Lot or Lots therein contained, and to provide for the harmonious, beneficial and proper use of the Subdivision and all Lots forming a part thereof; and

WHEREAS, the Developer intends to, and does hereby declare that the Subdivision, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, shall be sold and conveyed subject to the following easements, restrictions, covenants and conditions; which easements, restrictions, covenants and conditions shall run with the land and be binding upon all parties having any right, title or interest in the Subdivision or in any part

thereof, and upon their heirs, successors and assigns.

NOW, THEREFORE, the Developer declares as follows:

1. **LEGAL DESCRIPTION.** The real estate which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in Woodford County, Illinois, and comprises all the lots, tracts, and easements as shown and/or platted within or upon the real estate legally described as follows:

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42 in MACEY'S PLACE SUBDIVISION, a Subdivision of part of Lot Nine (9) in the Southwest Quarter of Section Sixteen (16), Township Twenty-seven (27) North, Range Three (3) West of the Third Principal Meridian, as shown on plat recorded in Plat Book 49, page 11, situated in Woodford County, Illinois.

PIN: Part of 08-16-301-001

2. **SUBDIVISION RESTRICTIONS.** The Developer has caused the preparation of the final plat of Macey's Place Subdivision which plat was recorded as described above. The Developer shall be entitled at any time and from time to time to plat and/or replat all or any part of the Subdivision and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of or additions to the Subdivision.

3. **PROPERTY USE.** Each lot as herein provided shall have only one detached single family dwelling and a two (2) or three (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.

4. **SETBACK REQUIREMENTS.** No portion of any porch, garage, or other structure shall be erected or maintained closer to the front property line than fifty (50) feet.

5. **DEVELOPER APPROVAL.** Building plans must be approved in writing by Builders Development, LLC, an Illinois limited liability company, Developer of Macey's Place Subdivision ("Developer") prior to any excavation or construction is begun.

6. **SQUARE FOOTAGE REQUIREMENTS.** Homes built on Lots 3 through 11 (hereinafter referred to as "Lake Lots"), shall have the following minimum square feet of living area exclusive of garage, breezeway, porch, decks, attics and basements:

- A. Single Story Ranch Style: 1500 square feet
- B. One and One Half or Two Story: 2000 square feet

Homes built on Lots 12 through 42 (hereinafter referred to as "Non-Lake Lots"), shall have the following minimum square feet of living area exclusive of garage, breezeway, porch, decks, attics and basements:

- A. Single Story Ranch Style: 1400 square feet
- B. One and One Half or Two Story: 1700 square feet

All homes built subject to these Restrictions shall contain a minimum roof pitch of 6/12.

7. **OUTBUILDINGS.** An outbuilding may be constructed on any Non-Lake Lot, but is restricted to a maximum size of 30 feet width by 24 feet depth, 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 Developer.

8. **POSTLIGHTS.** Each lot owner shall have installed, at his cost, a post light 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.

9. **CONSTRUCTION MATERIALS.** No materials other than new materials shall be used for the external construction finish of any structure. No new or used construction materials or supplies, junk, wrecked or unused machinery and any similar items shall be kept or allowed to remain within the subdivision boundaries. Construction of any home shall be completed within one (1) year after its commencement.

10. **SEPTIC SYSTEMS.** Each lot owner shall be responsible for installation and maintenance of its own septic system which shall comply with all applicable ordinances governing same.

11. **WELL WATER AGREEMENT.** The Developer shall be responsible for installation of well(s) sufficient to provide water use to each lot. Each lot owner shall execute a Well Agreement with Developer upon closing on the purchase of the lot.

12. **PROHIBITION OF MOBILE HOMES AND OTHER VEHICLES.** No mobile home, RV, basement, tent, shack, garage or other outbuilding shall at any time be used as a residence either temporarily or permanently. No vehicles greater than one ton shall be parked or maintained on any lot in the subdivision except for the purpose of pickup and delivery.

13. **HOMEOWNERS ASSOCIATION.**

- A. Each lot owner in Macey's Place Subdivision shall be a member of the Homeowners Association ("Association"). Upon the sale of 80% of the lots in the Subdivision, an Association may be organized by recording a written Declaration signed by the Developer and the then owners of record of at least 80% of the lots in the office of the Recorder of Deeds of Woodford County, Illinois.


- B. For the purpose of voting at any 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 restrictions which shall require a  $\frac{3}{4}$  majority vote. Any lot owner may designate in writing any other lot owner in the subdivision to act as a proxy to vote at any meeting of the Association.
- C. The Association shall have five (5) Trustees, each of whom shall be a resident of a lot of the Subdivision and each of 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 fourteen (14) days after their election, the Trustees shall elect a president, secretary and treasurer. The secretary shall keep complete records of all actions and proceedings of the Trustees and the Association.
- D. The Trustees may call special meetings of the Association by giving ten (10) days prior written notice to all Association members. Such notice to a member shall be either personally served or mailed to the 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 from time to time, and the Association may adopt such by-laws as it from time to time deems necessary or advisable, not otherwise inconsistent with the provisions contained herein.
- E. The Association shall have the following powers and duties, provided however, that nothing herein shall be deemed to prevent any lot owner from enforcing any restrictions or covenants in his/her own name:
- 1) To elect Trustees and delegate power and duties to the Trustees.
  - 2) 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 the lots of the Subdivision.
  - 3) To establish a budget for the purpose of providing monies to perform duties of maintaining any Association improvements and any other duties and activities as required.
  - 4) To impose an annual general fund assessment to fulfill a budget, subject to increases and decreases as deemed appropriate by the Association, said assessment to be billed annually on a calendar year basis. Until the Association is formed the Developer may collect the annual assessment if it so chooses.

14. **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.

IN WITNESS WHEREOF, Builders Development, LLC, has caused this instrument to be executed by its duly authorized officers as set forth below.

Jan. 1, 2004

BUILDERS DEVELOPMENT, LLC

By   
Its Manager