

Declaration of Restrictions

For

RiverSound Subdivision

A Subdivision of Peoria County, Illinois

THIS DECLARATION OF RESTRICTIONS is made this 8th day of JUNE, 2006, by RiverSound LLC; the Sub divider of RiverSound Subdivision (hereinafter referred to as the "Subdivision"), a Subdivision in Peoria County, Illinois, and legally described as follows:

Legal Description: See attached.

All lots in RiverSound Subdivision as laid out on the Final Plat filed for record on November 8, 2005, in the office of the Recorder of Deeds of Peoria County, Illinois, and any other subsequent lots that are sold in connection to this subdivision, shall be subject to the following covenants, conditions, and restrictions, and all persons, corporations or other entities who now hold or shall hereafter acquire my interest in any part of the Subdivision shall be taken to agree and covenant with the others thereof, and with their successors and assigns to conform to and observe the covenants, conditions, and restrictions herein as the use thereof, and the construction of dwellings and improvements thereon.

Article I
Occupancy and Use

1. Lots 1-55 in the Subdivision shall be used for single-family residential purposes only, regardless of the zoning or use restrictions imposed from time to time by any governmental authority.
2. No lot shall be used, and no building or improvement shall be constructed or used for mercantile, commercial, manufacturing, professional or business purpose.
3. No lot, building, or improvements shall be used for any unlawful purpose.

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4. No noxious or offensive trade or activity shall be carried upon any lot, and nothing shall be done thereon which is a nuisance to the Subdivision and Owners of lots therein.
5. No buildings or house trailers may be moved to the Subdivision, and no basement or garage house, or temporary residence of any kind shall be used as living quarters or permitted on any lot.
6. No lot shall be used for the purpose of advertising; provided however, that signs customarily used in the sale of lots and dwellings shall be permitted when used for the purposes of selling such lots and dwellings.
7. No lot as platted shall be divided so as to result in creating additional lots.
8. No animals, other than domesticated house pets, shall be kept or maintained within the Subdivision, with a maximum of three (3) pets per dwellings.
9. Recreational vehicles, trucks, boats, trailers, and all other vehicles, except passenger automobiles, and pick up trucks, one-half ton or smaller, shall be garaged when not in use and shall be entirely concealed from public view. No vehicles, including those of the lot Owners, shall be regularly parked on the street. There shall be no overnight parking or storage of any vehicles on any driveway or yard for more than 48 hours.
10. No recreational vehicles, including but not limited to devices such as snowmobiles, trail bikes, mini-bikes, go-carts, or all terrain vehicles (ATV's) shall be operated within the Subdivision or stored anywhere outside of the garage.
11. All homes fronting on Cloverdale Avenue are required to have a 12' x 20' turn around parking space.

Article II
Construction and Maintenance

1. No building or improvements, including without limitation, any house, garage, outbuilding, fence, enclosure, swimming pool, driveway, walkway or retaining walls shall be erected, placed or altered on any lot until the building plans, specification, and plot plan, showing the design, building materials and location of the building or improvements have been approved in writing by the Sub

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divider. The following provisions shall apply to such approval requests and approval:

- A. All approval requests together with all required plans shall be submitted to the Sub divider for approval at least thirty (30) days prior to the commencement of any proposed construction. The Sub divider shall have the right, in its sole discretion, to approve or disapprove any approval requests.
- B. Upon the event of approval by the Sub divider, the Sub divider, at the request of the lot owner shall sign the plans indicating the Sub divider's approval. Approval shall be binding on the Sub divider; provided that the construction strictly complies with the plans and specifications submitted to the Sub divider. Sub divider's approval shall not, however, excuse the lot Owner from compliance with all applicable building and use restrictions, and the Sub divider shall not be liable for the approval of any plans and specifications which fail to comply with any building or use restriction. Neither the Sub divider's failure to approve nor the Sub dividers approval of any plans and specifications shall be actionable.
- C. In the event the plans and specifications submitted to the Sub divider are not approved, the lot Owner agrees to refrain from any construction for which approval was sought but not approved, but may resubmit new plans and specifications for approval to the Sub divider.
- D. In the event the Sub divider fails to approve or disapprove any plans or specifications within thirty (30) days after such plans and specifications have been submitted to it or, in any event, if no suit to enjoin the construction in accordance with the plans and specifications has been commenced prior to the completion thereof, such approval shall not be required, and this covenant shall be deemed to have been fully complied with.

2. Construction shall be governed by the following specifications:

- A. No single-family dwelling shall exceed two (2) stories in height.
- B. No single-family dwelling shall have less than the following minimum number of square feet of enclosed living space, exclusive of garage, porches, and breeze-ways:

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1. Single-family dwellings of one (1) level, 1000 square feet above ground.
 2. Single-family dwellings of two (2) levels, 1400 square feet above ground
- C. No wallboard, sheet metal, tar paper, or roofing paper, shall be used for any exterior wall covering or roofs. No aluminum siding shall be permitted, but such exclusion shall not prohibit aluminum soffett, window, or door trim. Vinyl siding is permitted, however, the color of any siding must be approved by the Sub divider.
 - D. No dwelling is permitted to be constructed on a slab. All dwellings must include a basement.
 - E. Roofs on dwellings constructed in the Subdivision shall have architectural grade shingles, and the pitch of the roof shall be a minimum of a 5/12 pitch.
 - F. Vinyl fences and stockade wood fences will be permitted within the Subdivision, so long as they comply with the Zoning Code of the City of Chillicothe; however, no chain link fences shall be permitted. The Subdivider must approve any fence used in the Subdivision, and shall act upon all requests within 72 hours.
 - G. No new or used construction materials, supplies, junk, machinery, or the like, shall be kept or allowed to remain on a lot, except that which is kept inside buildings and concealed from view, and that which is necessarily incidental to achieve construction of the building and structures.
 - H. In the construction of any swimming pool, all machinery and filtering tanks must be either recessed in the ground with an adequate cover, or placed inside a housing approved by the Sub divider.
 - I. No radio towers or similar structures shall be erected or maintained in the Subdivision. All television antennas shall be contained within the dwelling or approved by the Sub divider. Satellite dishes are permitted but must be less than 20 inches in diameter, and be located in the backyard and screened.
 - J. The Owner of each Lot shall plant one (1) shade tree of at least 2 ½ inches caliper.

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- K. No above-ground swimming pools, tennis courts, trampolines, or recreational courts shall be permitted in the Subdivision.
- L. All driveways including, but without limitation, those leading from the street right of way to the garage of a dwelling shall be concrete, asphalt, or such other materials.
- M. All garbage or trash cans shall be covered by a permanent lid and concealed from view.
- N. Each single-family dwelling shall be constructed with a garage having a capacity of no less than two passenger automobiles. Any garage structure shall be compatible with and attached to the dwelling on the lot and approved by the Sub divider.
- O. No materials excavated by any reason of building or other construction shall be removed from the Subdivision boundaries without the permission of the Sub divider.
- P. No clothesline or posts or other appliances for hanging clothes outside shall be constructed or maintained on any of the lots.
- Q. In conjunction with each dwelling, there shall be constructed, at the expense of the lot Owner, a freestanding lamp post and mailbox of a design approved by the Sub divider, and the following provisions shall apply to such installations:
1. The lamppost shall be installed at a location approved by the Sub divider.
 2. The lamppost shall be filled with an automatic illuminating device, which will illuminate the lamppost fixture at dusk.
 3. In the event the mail delivery is provided to the door of the dwellings in the Subdivision, freestanding mailboxes shall be removed by the lot Owner within thirty (30) days after the commencement of mail delivery to the door.
 4. The lot Owner shall maintain the lamppost and mailbox in proper operating condition and in good repair at all times.

- R. Lot Owners are permitted a maximum of one (1) accessory building per lot. Such accessory building shall be placed on the property upon the completion of the construction of the dwelling, shall have the same exterior as the dwelling, shall be located in the rear yard, and shall not exceed one hundred forty-four (144) square feet.
- S. No building or structure of any kind shall be located on any lot nearer to the street, side, or rear yard lines other than the building setback lines shown on the recorded plat of the Subdivision, or as otherwise required by applicable zoning or building codes. Front yard set backs shall be at least twenty-five (25) feet, and the back yard shall be twenty-five (25) feet.
- T. Landscaping shall be completed within six (6) months of the completion or occupancy of the dwelling, whichever occurs first. Front and side yards shall be sodded.
- U. Each lot Owner shall maintain his property, including but not limited to all landscaping, in a presentable condition.
- V. At such time as construction of a dwelling is commenced, such construction shall be performed, continuously and completed within one (1) year after commencement of construction. Construction shall include construction of dwelling and its appurtenances, the driveway, finished site grading and such ground covers as to prevent any soil erosion on the lot. The Lot Owner will be responsible for cleanup of adjoining lots of construction debris caused by their own construction.

ARTICLE III
Easements

Easements for public utility, installation and maintenance, including installation and maintenance of necessary underground appliances, are reserved as shown on the recorded plat of the Subdivision. The right is hereby granted to all public utilities to install, lay, construct, renew, operate, and maintain pipes, conduits, cable wires, and related equipment underground, with all necessary appliances and related equipment for the purposes of serving the Subdivision and adjoining property with gas, electricity, water, sewer, telephone service, and cable television, including the right to use the streets and walkway where

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necessary, together with the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain such pipes, conduits, cables and other appliances and related equipment.

Similarly, the right is hereby granted to use the streets and public walkways, where necessary, for public utility purposes, upon the condition that such use does not obstruct the same or interfere with their use as streets and walkways. No dwelling or other permanent structure shall be placed on such easements but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of such easements for public utility purposes.

Lot 42 shall contain an easement for a subdivision sign as designed by the developer.

ARTICLE IV
Home Owner's Association

1. A Home Owner's Association to be known as the RiverSound Home Owner's Association shall be organized upon the occurrence of either of the following events:
 - a. The sale of all the Lots 1-55 in the Subdivision, or
 - b. The sale of 75% of Lots 1-55 in the Subdivision together with the written approval of the Sub divider.

The Sub divider shall have the right to transfer its rights as Sub divider in connection with a transfer of lots in the Subdivision and such transfer shall not be construed as a sale of lots under this paragraph.

2. Organization of the Association shall be effected by instrument in writing and recorded in the office of the Peoria County Recorder of Deeds, Peoria County, Illinois. The Association may be organized as an Illinois not-for-profit corporation in accordance with applicable law.
3. For the purpose of voting at any meeting of the Association, there shall be one vote for each Lot with respect to Lots 1-55 in the Subdivision. The person entitled to vote at any meeting of the Association shall be the Owner or one of the Owners designated by the Owners of Lots 1-55 in the Subdivision. Voting shall take place in person at a meeting of the Association or by proxy signed by the Owner or one of the Owners of each of Lots 1-55. Decisions of the membership of the Association shall be majority vote of Lots 1-55 in the

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Subdivision. The presence at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at a meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

4. The Association shall be managed by three (3) Trustees, elected by members of the Association at a meeting held for such purpose. The first meeting of the Association shall be held within fourteen (14) days from the date of recording the instrument creating the Association, or after $\frac{3}{4}$ of the lots are purchased, whichever is first. Each of the Trustees elected shall be an Owner of a lot in the Subdivision (1-55) and shall serve for a term of one (1) year or until a successor is duly elected. The first meeting of the Trustees shall elect from their number a President, Secretary and a Treasurer, all of whom shall serve for one (1) year or until their successors are elected. 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 as may be directed by members thereof.
5. The Trustees may call special meetings of the Association by giving ten (10) days prior Written notice to its members. Such notice to a member shall be either personally served or a notice mailed to the last known residence address of the member. Annual meetings of the Association shall be held at such time and place as is designated by the Trustees. The Trustees shall adopt such by-laws, as they from time to time deem necessary or advisable provided that such by-laws are not inconsistent with these provisions or applicable laws.
6. When organized, the RiverSound Home Owner's Association shall have the following powers; provided, however, that noticing hereinafter contained shall prevent any Owner from enforcing any restrictions or covenants in his name:
 - A. To elect Trustees and delegate powers and duties thereto.
 - B. To provide for a general fund to enable the Association to perform its duties and to maintain the improvements described herein.
 - C. To enforce in the name of the Association or in the name of any Owner within the Subdivision, any and all restrictions and covenants which have been imposed upon lots in the Subdivision.
 - D. To care for, spray, trim, and to protect and to plant trees and shrubs on streets and other public places and land owned by the Association and to sow or re-sow grass and otherwise maintain any common areas.

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- E. To provide for such lights and replacements, repair or improvement thereof as the Association may deem advisable on the streets, public places, gateways, semi-public places and common areas and to pay the cost of operating such lighting devices as the Association deems advisable.
 - F. To exercise control of easements in succession to the Sub divider, its representatives, successors, and assigns.
 - G. To pass upon, plan and perform all other duties heretofore incumbent on the Sub divider under the Declaration of Restrictions.
 - H. To own and acquire real estate and other property and provide for the maintenance and use thereof.
 - I. To perform any and all other acts and services consistent with the provisions hereof and applicable law.
7. For the purpose of providing a general fund to enable the Association to perform the duties and to maintain the improvements provided herein, all land within the boundaries of the Subdivision shall be subject to improvement and maintenance assessments, to be paid to the Association annually in advances or otherwise determined by the Association, by the Owners of the land subject to said assessment. Such assessment for general purposes shall not exceed the sum of \$100.00 per year per lot; provided, however, such amount may be increased ten percent (10%) per year as determined by the Association and special assessments, if necessary (in addition to the assessment for general purpose) may be imposed and levied to cover the costs of necessary repairs, maintenance, or replacement, including but not limited to replacement or repair of such lights or lighting as may be necessary. Such special assessments shall be made and levied in a uniform and proportional basis on all lots in the Subdivision.
8. The Trustees of the Association shall maintain complete records of all assessments levied and the payments on account thereof and such records shall be open for inspection to any member of the Association or any person designated by a member of the Association. Assessments may be levied annually and shall be payable within thirty (30) days after the meeting at which said assessment was levied. Immediately after the meeting at which an assessment is levied, the Trustees shall serve upon or mail a notice to the Owner of each lot, or part thereof, to his or her last known address, stating the amount of the assessment due on such lot, or part thereof, and the date and place where it shall be paid. Assessments for general and specific purposes and services shall become liens on real estate as soon as due and payable, as herein set forth. If not paid within (30) day from the due date, such assessments shall bear interest at the rate of 10% per annum from due date thereof and the payment of both

principal and interest may be enforced as a lien on said real estate in any court in Peoria County having jurisdiction of suits for the enforcement of such liens.

9. The Sub divider may convey certain lands designated as common areas within the Subdivision to the Association to be owned and maintained by the Association for the benefit of all lot Owners subject to reasonable rules and regulations, which the Association shall from time to time adopt.

ARTICLE V

Enforcement

1. These covenants are to run with the land and shall be binding on all parties acquiring any interest in the property or lots covered hereby, and all persons claiming under them until the same shall be amended, altered or rescinded.
2. If any part of his heirs or assigns shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any other person or persons owning any real property situated in the Subdivision to prosecute any proceedings at law in equity against that person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages for such violation. The right to enforce the covenants contained hereto shall also be vested in the Sub divider and the Home Owner's Association upon its formation.
3. The Sub divider may, by a notarized document, assign and convey to any other person, corporation, or entity, all of the rights, reservations, and privileges herein reserved to it; and Sub divider shall further have the right to designate by a notarized writing, an agent to act for and on behalf of the Sub divider in all matters pertaining to this Declaration of Restrictions, and all persons shall have the right to rely on any such designation in writing so naming Sub divider's agent to as all matters set forth herein.
4. The rights, reservations and privileges of the Sub divider shall remain with the Sub divider or its appointed agent or successors until formation of the Home Owner's Association. Upon formation of the Home Owner's Association, such rights, reservations and privileges shall become vested in the Home Owner's Association without further act or deed.

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ARTICE VI

Amendment, Modifications and Waivers

1. These restrictions, reservations, and covenants may be altered, amended or rescinded by a declaration in writing signed by the Sub divider until such time as the Home Owner's Association shall be formed, and thereafter any alteration, amendment or rescission shall be made by declaration signed by all of the Owners of all lots in the Subdivision. Any alteration, amendment or rescission of this declaration shall be in writing and filed in the Office of the Recorder of Deeds, of Peoria County, Illinois, and such alteration, amendment or rescission shall not be valid or binding until so recorded.

2. In the event that compliance with any of the provisions of this Declaration of Restrictions, in the opinion of the Sub divider or the Home Owner's Association, causes undue hardship upon any Owner of any lot or lots, then written permission may be given to the Sub divider or said Association to deviate from the provisions contained herein in the manner as set forth in said written permission. The written permission shall have the effect of a waiver of the provisions with respect to the specific lot of lots so mentioned in said letter and shall in no way affect the Declaration of Restrictions as such restrictions pertain to any other lot or lots in the Subdivision.

ARTICLE VII

Miscellaneous

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

IN WITNESS HEREOF, the Sub divider has caused this Declaration of Restrictions to be executed on the 8th day of JUNE 2006.

SUBDIVIDER:

RiverSound, LLC

BY: Jas. Paul
Its Manager

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Legal Description:

Lots 1-55 in RIVERSOUND, SECTION ONE, a subdivision of a part of the Southwest Quarter of Section Twenty-nine (29), Township Eleven (11) North, Range Nine (9) East of the Fourth Principal Meridian, as recorded in Plat Book 9, at Page 130, as Document No. 05-37326 in the Office of the Peoria County Recorder of Deeds.

Part of 05-29-301-001

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