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**DECLARATION OF  
COVENANTS AND  
RESTRICTIONS  
ESTATE LOTS  
Tazewell County**

200500011142  
Filed for Record in  
TAZEWELL COUNTY, IL  
ROBERT LUTZ  
05-19-2005 At 08:46 am.  
DECL REST 33.75

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**DECLARATION OF RESERVATIONS  
AND RESTRICTIONS**

**THORNRIDGE WEST  
SECTION THREE**

**A SUBDIVISION OF THE VILLAGE OF  
MORTON, ILLINOIS**

**AS TO LOTS 78, 79, 80, 81, 82, 83, 84, 87 88, 89, 90, 91, 92,  
93, 94, 95, 96, 98, 99, 100, 101, 102, 103,  
104, 105, 106, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118,  
119, 120, 121 AND 122**

**AS RECORDED IN PLAT BOOK AAA, TAZEWELL  
COUNTY, ILLINOIS,  
PAGES 147-148, JANUARY 11, 2005**

PART of Pin #s: 06-06-08-100-008 and 06-06-08-100-009  
THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 18th  
day of May, 2005, by JACK L. BENNETT, owner and developer  
(hereinafter "Developer") of the hereinafter designated Subdivision of Thornridge West,  
Section Three, a Subdivision of the Northwest Quarter of Section Eight (8), Township  
Twenty-five (25) North, Range Three (3) West of the Third Principal Meridian  
(hereinafter referred to as the "Subdivision") WITNESSETH:

The Subdivision, together with all improvements now and hereinafter erected shall be held, transferred, sold conveyed, and occupied subject to the covenants, restrictions, easements, privileges, and liens set forth which shall be binding upon all parties acquiring any title, right, or interest therein and which shall run with the land and inure to the benefit of Developer, all lot owners and their heirs, successors, and assigns, and the Association as provided herein.

- 1) **APPLICATION OF RESTRICTIONS.** All persons, corporations, trusts or other entities that now hold or shall hereafter acquire any interest in any part of the Subdivision shall be taken to agree to comply with the covenants, conditions, restrictions and stipulations contained herein as to the use of the Subdivision and the construction of residences and improvements therein, as hereinafter set forth.
- 2) **PROPERTY USE.** The Subdivision and all lots therein shall be used only for single-family residences. No portion of the Subdivision, improved or unimproved, shall be used for any commercial, manufacturing, professional, religious, fraternal, or other business purposes, including, without limitation, the manufacturing and sale of intoxicants including those in-home businesses which would be permitted under the zoning ordinance in a single-family district.
- 3) **CONSTRUCTION REQUIREMENTS.** Only one residence shall be permitted per lot, the construction of residences on a lot in the Subdivision shall be governed by the following specifications:
  - a) **Setback Limits.** The exterior wall of any building, garage, enclosed porch or swimming pool shall not be erected or maintained closer to the front lot line than the setback lines shown on the plat of the Subdivision. Front yard setback shall be thirty-five (35) feet, rear yard setback shall be as shown on the Plat of the Subdivision. Air conditioning units, stoops, and fireplaces may exceed the front yard setback line by three (3) feet. Such structures shall also not be erected or maintained at any given point closer to the side lot lines than ten (10) percent of the respective width of the lot at such point. Structures may have up to twelve (12) inches overhang only from roof line as an exception to the side setback.
  - b) **Footage requirements.** The living area of a ranch style residence shall not be less than two thousand (2,000) square feet not including basement. All residences shall have at least a half basement. No residence shall exceed two and one-half stories in height. Dwellings of multiple level construction shall have a minimum of two thousand four hundred (2,400) square feet with a minimum of one thousand two hundred (1,200) square feet on the first floor.
  - c) **Certificate of Occupancy.** No house shall be occupied until a Certificate of Occupancy has been issued by the appropriate governmental authority.
  - d) **Permitted Exterior.** No wallboard, sheet metal, tar paper or roofing

paper shall be used for any exterior wall coverings or roofs. Aluminum siding or steel siding may be used only for gutters and downspouts, soffit and fascia boards. Stone or brick, vinyl siding and wood shall be permitted exteriors and fifty percent (50%) of the front exterior elevation shall be faced with brick or stone. Such materials shall be of a suitable quality, grade and coloration to conform and harmonize with other improvements in the Subdivision. All roofing material shall be medium dark to dark in color. No flat composition roofing will be allowed. Weight, thickness and color of roof shingles and exterior siding shall be subject to Developer's approval. Samples or suitable description of all exterior materials shall be submitted to the Developer for approval as part of the approval process designated in paragraph (1). No materials other than new materials shall be used to external construction and finish of any structure.

e) **Garages.** Each residence constructed on a lot in the Subdivision shall contain an attached, enclosed garage adequate to store a minimum of three vehicles. The garage shall conform with the architecture, materials and location of the attached residence.

f) **Sewage Requirements.** All residences shall connect with sanitary and storm sewers.

g) **Excavation.** All materials excavated from any lot in the Subdivision shall be removed from the Subdivision unless permission is otherwise granted in writing by the Developer.

h) **Swimming pools/Tennis courts.** Swimming or wading pools or tennis courts may not be constructed without prior written approval by the Developer. No above-ground pools shall be permitted. Any swimming pools that are constructed must be enclosed by fencing and shall, in all respects, comply with the Ordinances and Building Code of the City of Tazewell, Illinois, in reference to swimming pools. All devices used in connection with the swimming pool, including the filter and circulating pump, shall be located inside the required fence and concealed from view in an approved storage shed or other enclosed building. Any enclosure or fence surrounding a swimming pool area, or any courtyard, shall have a visible exterior surface composed at least in part of brick or natural stone and, to the extent not composed of brick or stone, shall have an aesthetically pleasing, ornamental heavy metal such as painted wrought iron.

i) **Clothesline Restrictions.** No permanent or temporary clotheslines or posts or other permanent or temporary appliances for hanging clothes outside shall be constructed or maintained even temporarily.

j) **Driveways and Curb Cuts.** All driveways leading from the street to the garage must be of concrete only. Curbs which are removed for the purpose of making a driveway entrance shall be replaced as far as the nearest construction or expansion joint, with replacement to insure a smoothly joining entrance with a radius or return of at least five (5) feet.

k) **Sidewalks.** Sidewalks must be installed by and at the expense of the lot owner upon completion of construction of a residence on the lot or on vacant lots when required by governmental authority.

l) **Developer Approval.** No towers shall be permitted in the Subdivision. Satellite dishes of twenty (20) inch radius may be installed if completely concealed from view from neighbor's home. No building, outbuilding or in-ground swimming pools shall be erected, placed or altered on any lot in the Subdivision unless the building plans /specifications and site plans showing location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the Subdivision and as to location of the building with respect to topography and finish ground elevation by the Developer or their designated representative. A minimum of two (2) copies of all building and site plans shall be submitted to the Developer at least fifteen (15) days prior to the commencement of any proposed construction. The Developer shall review these plans along with samples of roof, brick and siding colors, and shall respond within fifteen (15) days in writing of his acceptance or rejection of the plans. If the plans are rejected, the lot owner agrees to refrain from any construction and shall submit new designs or drawings for approval. All dwellings shall be constructed in strict conformity with the approved plans and specifications and no construction shall begin without written approval of Developer. Neither Developer nor its agents, employees, successors or assigns shall be liable to any owner, other lot owner or any other person submitting plans and specifications for approval under this paragraph by reason of withholding approval or by reason of granting approval.

m) **Site Development.** Grading of each building site and setting of finished floor elevations of associated structures shall be completed such that water drainage around and away from completed structure does not encroach on adjacent properties. The grading of each lot site shall be in conformation with approved engineering and grading plans of Developer.

#### **4. CONSTRUCTION REGULATIONS.**

a) **Temporary Structures.** No trailers, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporary or permanently, in the Subdivision. No home shall be occupied as a residence until the exterior of such residence is completed in accordance with the approved plans and a certificate of occupancy has been issued by the appropriate authority.

b) **Maintenance of Lot Site During Construction.** During the course of construction, all materials and equipment shall be stored only on the lot on which construction is underway: debris and waste shall be removed from the premises each week or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing on adjacent lots. The intent of this covenant is to maintain and preserve a clean and neat appearance at all times.

c) **Owner Responsibility for Contractors, Sub-contractors.** During home construction, the lot owner shall be responsible for their contractor and sub-contractors. This area of responsibility will include the streets and common areas and the adjacent lots, and the owner shall keep debris, dirt, construction materials off these areas. The owner will be given notice of any infraction and forty-eight (48) hours to correct the problem. After that 48 hour period, if the problem still exists, the Developer or the Homeowners' Association when formed, shall have the right to repair or clean up the area and all costs shall be borne by the lot owner.

5. **REPLATTING.** No lot or lots as platted shall be divided so as to result in creating additional lots. However, the Developer, at Developer's sole discretion, may permit a portion of a larger lot to be added to an adjacent lot and may modify the setback lines on the new lots.

6. **FOLIAGE REMOVAL.** No trees or significant foliage, other than trees or foliage which are dead, hazardous or reasonably impede construction of a residence, shall be destroyed or removed from any lot without the consent of the Developer.

7. **OFFENSIVE ACTIVITIES.** No noxious or offensive trade or activity shall be carried on upon any lot or other part of the Subdivision which may be or may become a nuisance, hazard or danger to the neighborhood.

8. **ANIMALS.** No animals other than domesticated house pets shall be kept or maintained within the Subdivision. Any pet runs or pet enclosures must not be visible from the street or other homeowners and must be approved in writing by Developer. Chain link fence is not allowed.

9. **PROPERTY MAINTENANCE.** All lot owners shall keep their property well maintained and in a presentable condition. In the event a property presents a nuisance or an unattractive appearance because of accumulated debris, weeds or grasses, the Developer shall notify the owner of said lot of the objectionable condition of the lot, in writing and mailed to the address listed with the Tazewell County Supervisor of Assessments. If the condition of said lot is not corrected within ten (10) days of the mailing of such notice, the Developer may undertake such reasonable acts as may be necessary in Developer's sole discretion, to improve the condition of the lot. Any charges sustained by the Developer may be charged to the lot owner along with interest at twelve percent (12%). This charge shall be a lien against the property. Developer shall have the right to bring action for the collection thereof, and to foreclose such lien and to recover all charges and costs of the action and reasonable attorneys' fees.

10. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage, or other waste shall be kept in sanitary containers, in a clean and sanitary condition, and concealed from view. Yard clippings or debris shall not be disposed of on lots or common areas.

11. **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 is enclosed and concealed from view within a garage on the owner's property. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways. No recreational vehicles such as snowmobiles, trail bikes, minibikes, go-carts and all-terrain vehicles shall be operated within the boundaries of the Subdivision.
12. **SUPPLY STORAGE.** Except as necessary incidental to construction of buildings and structures on lots, no new or used construction materials, supplies, unused machinery or the like shall be kept or allowed to remain in the Subdivision unless stored and concealed inside the house or garage.
13. **EASEMENTS.** Easements for public utility installation and maintenance are reserved as shown on the recorded plat. Said utilities shall be permitted access to said easement property for the purpose of serving individual lots, the Subdivision and adjoining property with standard public utilities, including, without limitation, electric, gas, water, sewer television cable and telephone service. No permanent buildings, structures, or other significant foliage shall be placed upon said easements, but the same may be used for gardens, shrubs, landscaping, driveways and other purposes that do not interfere with the maintenance or use of said easements.
14. **OUTDOOR LIGHTING.** All lot owners, upon completion of construction of the residence, shall install in the front area of their lot, a standard light for night illumination of the frontage area of their lot. Lighting shall have an electric eye and shall be within thirteen (13) feet of the front curb but not closer than ten (10) feet of the curb.
15. **FENCING.** No enclosures or fences shall be constructed on any lot without the written permission of the Developer. All fences shall be wrought iron or comparable quality material.
16. **AMENDMENT OF RESTRICTIONS.** Until the Developer divests himself of all interest in all lots of the Subdivision, the Developer shall retain the right to modify or annul any of the restrictions detailed herein by a written instrument to be recorded in the Office of the Recorder of Deeds, Tazewell County, Illinois, provided, however that no such annulment or modification shall significantly alter or impede the development of the Subdivision as contemplated herein. In furtherance of the foregoing each deed, mortgage, trust deed, or other instrument effecting the lot shall be deemed an irrevocable power of attorney coupled with an interest in the Developer and a consent to the power of Developer to make, execute and record amendments. This power shall terminate when the Developer no longer holds title to any lot. Upon the sale of all of the Developer's interest in the Subdivision, these Restrictions may be modified or amended.

by the affirmative vote of two-thirds of the total lot owners in the Subdivision, with the collective owners of each lot to have one vote in regards to any such issue.

**17. ENFORCEMENT OF RESTRICTIONS.** The Developer, the Association, and any lot owner in the Subdivision shall be entitled to prosecute in any proceeding any owner violating or attempting to violate any of the restrictions and covenants contained herein, to obtain injunctive relief to prevent said owner from committing or continuing said violation and to receive damages for such violation including attorneys' fees and costs. Failure to enforce the covenants and restrictions shall not be deemed a waiver of the right to do so respecting any violation or subsequent violation.

**18. INVALIDATION OF RESTRICTIONS.** Invalidation of any portion of these Restrictions by judgment or Court Order shall not affect any remaining Restrictions, which shall remain in full force and effect and be construed, as clearly as possible, with the original intent of the Developer.

**19. ASSIGNMENT BY DEVELOPER.** The Developer shall have the right to sell, assign, transfer or convey the rights of the Developer. Any such transfer shall be in writing and recorded in the Office of the Recorder of Deeds. The Developer may, from time to time, appoint a designated agent to act for the Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment of said representative.

**20. CERTIFICATE OF COMPLIANCE.** Upon the request of the owner of any lot, the Developer will issue a Certificate of Compliance stating that the building or buildings on said lot comply with these Restrictions if the building does comply.

**21. LIMITATION OF LIABILITY.** In no event shall any action or inaction by the Developer in regards to his powers or duties expressed herein constitute or give rise to any liability against the Developer.

**22. MASTER ASSOCIATION.** The subdivision is included in a Master Association Declaration of Covenants and Restrictions. The Master Association shall be responsible for maintaining the common entranceway, landscaping and entrance signs.

**HOMEOWNERS ASSOCIATION**

**23. MEMBERSHIP IN ASSOCIATION.** Upon its formation, all lot owners in the Subdivision shall become members of the Thornridge West Subdivision Homeowners Association (hereinafter referred to as "The Association"). Membership in the Association shall run with the land; and any conveyance of an interest in property in the Subdivision shall be deemed a conveyance of the associated membership in the Association.

**24. FORMATION OF THE ASSOCIATION.** The Association shall be formed 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. Formation of the Association shall be evidenced by the recording of a written instrument in the office of the Tazewell County Recorder of Deeds, Tazewell County, Illinois, by the Developer or its assignee. If Developer fails to form the Association as provided herein, then the Association may be formed by action of one or more of the owners which Association shall conform to the requirements of the Declaration.

**25. 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.

**26. INITIAL MEETING AND ORGANIZATION OF ASSOCIATIONS.** After the document is filed with the Tazewell County Recorder of Deeds forming the Association, the party responsible for filing said document shall cause a notice detailing the date, time, and place of the initial meeting of the Association to be mailed by regular mail to all owners in the Subdivision at least fourteen (14) days prior to the scheduled meeting. The meeting shall be held within forty-five (45) days recording of the document forming the Association with the Recorder of Deeds.

**27. VOTING RIGHTS.** In regards to all Association matters, one vote may be cast by the collective owners of any lot in the Subdivision. Voting on Association matters may be done in person or by written proxy for the specific issues, or general proxies provided same, on their face, expire within six (6) months of execution.

**28. ELECTION OF TRUSTEES.** At the initial meeting of the Association, an election for trustees of the Association shall be held. At such election, one vote may be cast by the collective owners of any lot in the Subdivision for a trustee. Those three (3) 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) To formulate a budget based on the estimated annual expenses of the Association for the maintenance of common areas, insurance, and organization costs with a reasonable reserve;
- b) To provide for the assessment of fees to each lot owner in an amount necessary to provide the estimated funds required pursuant to the budget except as limited by Paragraph 37;
- c) To 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 such legal, accounting or other professional services as may be required by the Association;
- d) To formulate and propose by-laws and recommend amendments to

Instrument  
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those by-laws and other action to effect the initial organization to the Association;

- e) To pay bills of the Association and to maintain accounts, books of record in accordance with standard accounting practice;
- f) To enter into contracts to effectuate the purposes of this Declaration.

**29. PROVISIONS RELATING TO TRUSTEES.** Unless and until the Association adopts new by-laws, such Trustee shall be elected for a period of two (2) years, provided, however, that the two (2) Trustees receiving the highest 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 to two-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 action of the 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 fourteen (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 professional advice provided to the Association.

**30. POWERS AND DUTIES OF THE ASSOCIATION.** Until the election of the initial Board, the right, title, powers, privileges, and duties imposed upon the Association and these by-laws shall exist in the Developer who shall have the right to exercise such rights and duties in his sole discretion. Once formed, the Association shall have the following powers and duties:

- a) The Association shall specifically have the authority to bring suit to enforce compliance with any of the restrictions retaining to the Subdivision in its own name and in its own behalf;
- b) 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 issuance of certificates of completion;
- c) The Association shall have right and responsibility to procure insurance including, but not limited to, public liability insurance over the Common Areas;
- d) The right to sell, lease and grant easements over Association property by a vote of three-quarters of the members provided, however, that no vote taken on rights under this paragraph shall be taken without thirty (30) days' advance notice to all members.

31. **ADOPTION OR AMENDMENT OF BY-LAWS.** The Association may adopt or amend the By-Laws of the Association upon the affirmative vote of three-quarters (¾) of all lot owners in the Subdivision.

32. **ASSESSMENTS.** The Association shall be empowered to assess each individual lot owner 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, irrespective of a lot's size. Any amount assessed against an individual lot plus interest at the rate of Prime Rate plus 2% per annum which remains unpaid thirty (30) days after said assessment becomes due may, at the option of the Association, become a lien against the lot once notice of same is placed on record with the Tazewell County Recorder of Deeds. In order to become a valid lien, said lien must be placed in record within two (2) years of time said amount claimed became due, with the lien to expire two (2) years after recording of same. Payment of said lien may be enforced by foreclosure of lien, and the Association may receive reasonable attorney's fees and court costs incurred in recovery of amounts due.

33. **RIGHT TO ENTRY.** The Developer hereby reserves the right to grant easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation, and inspection of utilities services over, under, across, and through as they deem necessary to effectuate the intent of the Developer.

34. **MASTER ASSOCIATION BOARD MEMBERS.** The Association shall have the right to elect two (2) members to represent the Association on the Board of Master Association.

35. **TERM OF COVENANTS.** The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association, the owner of any lot, and respective legal representatives, heirs, successors and assigns and the Developer for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Recorder of Deeds of Tazewell County, Illinois. After which time said covenants shall automatically be extended and be enforceable for successive periods of ten years. If the covenants would otherwise be void for violation of a rule against perpetuities or any analogous statute then said covenant shall continue and endure only until the expiration of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all the lawful descendants of James Ryan, governor of the State of Illinois, at the date of this Declaration. IF at any time the Association shall deem it necessary to rerecord this Declaration or any part thereof in order to avoid expiration of any of the covenants or provisions hereunder, it shall have the right to do so and every lot owner shall be deemed to agree with such rerecording, and it shall be binding on all owners with all force and effect as if such action were taken by each owner and the rerecording document executed and acknowledged by each of them.



Plot 'B' A/A  
TARZ W/EST CO.  
PAR 147-118  
January 11, 2005

FINAL PLAT OF  
THORNIDGE WEST  
SECTION THREE

