

**DECLARATION OF
RESTRICTIONS****PEORIA COUNTY****Prepared By:**

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 PEORIA COUNTY
 STATE OF ILLINOIS

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Bradley E. Horton
 RECORDER OF DEEDS

Mail to:

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COPY

DECLARATION OF RESTRICTIONS
THE COVES AT CHARTER OAK SUBDIVISION

THIS DECLARATION OF RESTRICTIONS is made this 10th day of October, 2006, by EXCEL HOMES, L.L.C., an Illinois limited liability company ("Developer").

I. RECITALS

WHEREAS, Developer is the owner in fee simple and developer of certain real estate in The Coves at Charter Oak Subdivision in Peoria County, Illinois ("Subdivision"), which is legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Developer desires to develop the Subdivision into a residential neighborhood;

WHEREAS, Developer desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any Lot therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate;

WHEREAS, Developer intends to, and does hereby declare that such real estate 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 such easements, restrictions, covenants and conditions shall run with the real estate and be binding on all parties having any right, title or interest in the described

properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.;

WHEREAS, Developer desires to preserve the integrity of the design, the continuation and enhancement of the landscape elements and other aesthetic additions on the property and provide for controls necessary to maintain the Property which if not maintained would adversely affect the Property and the Lot Owners.

NOW, THEREFORE, Developer declares as follows:

ARTICLE I DEFINITIONS

Certain words and terms used in this Declaration are defined as follows:

- (a) **Association:** The Association of all the Lot Owners acting pursuant to the By-Laws through its duly elected Board. Until such time as the Association is formed, Association and Board shall be Developer.
- (b) **Board:** The Board of Managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the Board shall mean the Board of Directors of the incorporated Association.
- (c) **By-Laws:** The By-Laws of the Association, which are adopted by the Association.
- (d) **Developer:** Excel Homes, L.L.C. or its successor or assigns.
- (e) **Duplex:** A building located on the Duplex Lots containing two Dwelling Units.
- (e) **Duplex Lot(s):** Lots 1A/B -14A/B and 34A/B-36A/B of the Subdivision.
- (f) **Dwelling Unit:** A structure or portion thereof designed and constructed for the residential use of one household.
- (g) **Lot:** Any parcel of land or other tract in Coves at Charter Oak Subdivision against which this Declaration is recorded, together with any and all improvements thereon.
- (h) **Lot Owner:** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.
- (i) **Majority or Majority of Lot Owners:** The owners of more than fifty percent (50%) of the Lots comprising the subdivision.
- (j) **Occupant:** A person or persons, other than a Lot Owner, in possession of a Lot.

- (k) **Outlots:** Outlot A, Outlot B, and Outlot C, all as shown on the Plat of Subdivision shall be designated as Outlots and conveyed to the Association.
- (l) **Person:** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (m) **Plat:** The Final Plat of The Coves at Charter Oak Subdivision recorded 10/11/06, as Document No. 06-33341.
- (n) **Property:** That certain real estate herein described in Exhibit A and such additions thereto as may be brought within the jurisdiction of the Association or subject to this Declaration.
- (o) **Record:** To record in the Office of the Recorder of Deeds of Peoria County, Illinois.
- (p) **Reserves:** Those sums paid by Lot Owners which are separately maintained by the Board for purposes specified by the Board.
- (q) **Single Dwelling Lots:** Lots 15-33 and 37-50 of the Subdivision, on which Developer intends for a separate and detached Dwelling Unit to be built.
- (r) **Subdivision:** The Coves at Charter Oak Subdivision

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS
THERE TO AND DELETIONS THEREFROM

1. Declaration. Developer declares that the real estate described on Exhibit A attached hereto and made a part hereof, together with all improvements and structures now and hereafter erected, shall be occupied subject to the covenants restrictions, easements, uses and privileges, changes and liens hereafter set forth which shall be binding on all parties having or acquiring any right, title or interest therein and shall inure to the benefit of each owner, Developer and the Association.

2. Platting and Subdivision Restrictions. Developer has caused the preparation of the final plat of The Coves of Charter Oak Subdivision, which such plat is recorded in Plat Book ____ at page ____ as Document No. _____ in the Office of the Recorder of Deeds of Peoria County (the "Subdivision"). Developer shall be entitled at any time and from time to time to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the above described Property and to record a document which makes any or all of the Property subject to these restrictions.

3. Description of Lots. All Lots are or shall be delineated on the Plat. The legal description of such Lot shall consist of the identifying number of such Lot as shown on the Plat.

4. Outlot. Outlots A, B and C, including any easements on Outlot C for sign usage, shall be dedicated to the Association when formed and maintained by the Association.

ARTICLE III CONSTRUCTION REQUIREMENTS

1. Construction Requirements on Single Dwelling Lots. The construction of residences on the Single Dwelling Lots in the Subdivision shall be governed by the following specifications:

(a) Setback Lines. The setbacks shall comply with the zoning ordinance of the City of Peoria and in addition shall meet the following: The exterior walls of any Building, garage, enclosed porch, swimming pool or other outbuilding shall not be erected or maintained closer to the front lot line than the setback lines shown on the Plat.

(b) Footage Requirements. No one-story single family Dwelling Unit shall occupy a ground-floor area of less than one thousand six hundred (1,600) square feet. No single family Dwelling Unit having one story shall occupy a ground-floor area of less than 1600 square feet. No 1 ½ story single family Dwelling Unit shall have less than one thousand nine hundred (1,900) square feet. No duplex Dwelling Unit shall have less than one thousand five hundred (1,500) square feet

(c) Permitted Exteriors. No wall board, aluminum siding, sheet metal, tar paper, or roofing paper shall be used for any exterior wall covering or roofs. Aluminum may be used for gutters and downspouts, soffit and fascia boards. Each Dwelling Unit must have a minimum of three types of exterior surface. 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 shall be permitted on the exteriors of any Building in the Subdivision. At least fifty percent (50%) of the front elevation shall have brick facing. Modular construction shall be permitted only with express written approval of Developer, which may be withheld in Developer's sole discretion.

(d) Garages. Each Dwelling Unit constructed on a Single Dwelling Lot in the Subdivision shall contain an attached, enclosed garage adequate to store, at a minimum, two (2) standard-sized passenger vehicles, or, as a maximum, three (3) standard-sized passenger vehicles, provided that in three-car garages, one car stall is offset. Any such garage shall be in conformity with the attached residence as to exterior, architecture and location. Garage doors must open overhead and have a minimum size of 8' with glass-in doors.

(e) Shingle Requirements and Roof Pitch. Only architectural shingles are allowed to be used on each roof. The color of the shingles must be approved by Developer. No red, green or blue roofs or other loud colors shall be permitted. No three tab shingles are allowed. The main residential structures on each Lot shall have an 8 to 12 pitch and gables shall have a 10 to 12 pitch, except that a porch roof may have a minimum 4 to 12 pitch.

2. Architectural Control.

(a) Developer shall be solely responsible for architectural control until Developer has assigned his rights under this Declaration to the Association in accordance with Article VI, Section 6 of this Declaration. Thereafter, an architectural control committee shall be appointed by the Board ("Architectural Control Committee") and shall have the same rights as Developer under this Article III, Section 2.

(b) Developer shall have right and power to reject approval of plans submitted if they do not benefit and enhance the residential development of the area; such approval, however, shall not be unreasonably withheld.

(c) No Building shall be erected, placed, or altered on any Lot in the Subdivision until the following are submitted to and approved by Developer: the building plan, the specifications thereof, showing the proposed construction, nature, kind, shape, height, material and color scheme thereof, building elevations, a site plan showing the Lot lines, boundaries of the building site, distance from the boundaries of the building site to the Buildings, and the grading plan of the building site shall have been submitted to and approved by Developer. 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.

(d) 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 the building with respect to topography and finished ground elevation. One copy of said Building plans, specifications, and site plans shall be retained by Developer. Developer, at Developer's option, may require that samples of all exterior materials be submitted for examination prior to approval. If Developer fails to give written approval or disapproval to such plans and specifications within thirty (30) days after same has been received by 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 Developer prior to continuation of construction. Panelized construction and modular construction are allowed only with and subject to Developer approval. Developer shall have no liability to any Lot Owner for the failure of a Lot to comply with the restrictions set forth herein or for approving any plans which do not comply. Written approval of Developer of plans and specifications and construction in accordance with those specifications shall be deemed to constitute compliance.

(e) The approval by Developer of any plans and specifications, site plan, grading or any other plan or matter requiring approval as herein provided, shall not be deemed to be a waiver by Developer of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval on a different Lot.

3. Commencement of Construction. Any individual or entity acquiring a vacant Lot from Developer must commence construction within twenty-four (24) months after the conveyance of title, unless a written extension is granted by Developer. If Developer elects to grant any such extension, as a condition to any such extension, Developer may demand reimbursement of any utility deposits which remain unrefunded due to failure to hook up a Dwelling Unit on such Lot, with the right to any future refund for such Lot to be assigned to the Lot Owner. All construction must be completed in accordance with approved plans, including all landscaping work, within nine (9) months after commencement of construction. In the event such construction is not commenced within the allotted time, Developer shall have the absolute right, at its sole option, to repurchase the lot by repayment of the original purchase price, in cash, with no interest to have accrued thereon. In the event a Dwelling Unit is commenced but not completed within the allotted time after written notice to the Lot Owner and failure of the Lot Owner to cure within sixty (60) days, Developer shall have the absolute right, at its sole option, to repurchase the Lot for the original purchase price.

4. Non-Occupancy and Diligence during Construction. The work of construction of any Building shall be prosecuted diligently and continuously from the time of commencement until the exterior construction is substantially completed. No Dwelling Unit shall be occupied as a residence until the exterior of such Dwelling Unit is completed in accordance with the approved plans and a certificate of occupancy has been issued.

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

6. Sidewalks. Sidewalks must be installed by and at the expense of a Lot Owner upon the earlier of (i) six (6) months after completion of construction of a residence on the Lot, (ii) when required by governmental authority, or (iii) within two (2) years of completion of construction of Dwelling Units on eighty percent (80%) of the Lots constituting the Subdivision. Details as to sidewalk size, placement, and materials are to be supplied by Developer, with all sidewalks to be in conformity with other sidewalks in the Subdivision.

7. Dumpster. During construction a dumpster is required to be on the property for disposal of construction materials. The Lot Owner and Lot Owner's contractor are both responsible for seeing that no open flame or burning of construction materials occurs at the construction site. All trash must be deposited in the dumpster, and contractors are required to sweep the streets to remove all mud, dirt and gravel deposited by their construction. If a

Contractor fails to sweep streets as required herein, the Developer shall have the right to sweep the street and charge the Contractor and Lot Owner.

8. Party Wall and Common Ownership Use Requirements.

(a) During construction of a Duplex on the building site located on each pair of Lots referenced herein, Developer shall construct a party wall on the center line of each contiguous pair of Lots. Developer hereby reserves a six (6) foot wall maintenance easement down the center line of each pair of Lots, said easement being three (3) feet on each side of the center line of such Lots along the party wall of each Duplex Lot Owner for the purpose of maintaining and, in the event of damage or destruction to such wall, for the purpose of repairing and/or reconstructing such party wall. The easement created herein is established for the benefit of each Duplex Lot Owner to enter and temporarily occupy a reasonable portion of the adjacent Lot where there are any common party walls, for the purpose of maintenance of his or her Dwelling Unit; provided, however, that such occupancy shall not unreasonably interfere with the use of the adjacent Lot by its Duplex Lot Owner.

(b) The owner of each Lot and Duplex Dwelling Unit as constructed shall own to the center of any party wall. Accordingly, each Duplex Lot Owner shall do nothing to disturb the right of use of any other Duplex Lot Owner to any such party wall. Neither Duplex Lot Owner shall have the right to extend the party wall horizontally or vertically without the permission of the adjacent Duplex Lot Owner. All Owners have an obligation to inhabit and use their respective Dwelling Unit in such manner so as not to impair the structural integrity of the party wall. The owner of a Dwelling Unit shall not change the exterior appearance of his or her unit except with the prior approval of the Duplex Lot Owner of the adjacent Dwelling Unit. It is the purpose and intent of this covenant to enhance the overall appearance of the entire Duplex in accordance with the desires of both Duplex Lot Owners.

Collectively, the owners of each Duplex shall be responsible for the maintenance, painting, repair, or replacement of all exterior walls, including the foundations thereof, roofs, gutters, downspouts, and common sanitary sewers, as is made necessary and desirable as a result of the natural and ordinary wear and/or deterioration thereof. The responsibility for such maintenance work shall be born in accordance with the following procedures:

(i) Roof Maintenance. Each Duplex Lot Owner shall be responsible for keeping the roof over his Dwelling Unit in good condition for the benefit of all Dwelling Units. In the event a decision is made, as provided hereunder, for the installation of a new roof, each Duplex Lot Owner shall contribute to the cost thereof in the proportion of his total roof area to the total roof area of the Duplex.

(ii) Gutters and Downspouts. Each Duplex Lot Owner shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of all gutters and downspouts of each Duplex.

(iii) Exterior Walls and Foundations. Each Duplex Lot Owner shall be responsible for maintaining in good condition all exterior walls and foundations located upon his Dwelling Unit.

(iv) Common Sanitary Sewers. Maintenance of common sanitary sewers is the collective responsibility of the Lot Owners in a Duplex and each Duplex Lot Owner shall contribute equally to defray the cost of any necessary maintenance, repair, or replacement of the common sanitary sewer serving the dwelling structure. This provision shall not apply to required maintenance of the extension of the sanitary sewer line from the common line to an individual Dwelling Unit, the maintenance of which shall be the sole responsibility of the Duplex Lot Owner.

Each Duplex Lot Owner shall maintain hazard insurance in an amount equal to one hundred percent (100%) of the replacement cost of the improvements currently constructed on each respective Lot. No Duplex Lot Owner shall permit anything to be done or kept upon his or her premises which would result in the cancellation of insurance on the Duplex as a whole, or any part thereof, which would be in violation of any local, state, or federal law.

ARTICLE IV USE AND OCCUPANCY OF LOTS

1. Property Use. No Building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family Dwelling Unit on the Single Dwelling Lots, and not more than one Dwelling Unit on the Duplex Lots, and a private garage. No portion of the Subdivision, improved or unimproved, shall be used for any commercial, manufacturing, professional, religious, fraternal, or other business purpose, including but not limited to business meetings, music lessons or businesses which require commercial deliveries or customer attendance. Professions which are conducted solely within the Dwelling Unit and do not require customer visits or deliveries are permitted.

2. Mailboxes and Light Posts. Each Dwelling Unit constructed on a Lot in the Subdivision shall have a standardized mailbox and light post location. Developer will provide the permitted design specifications for mailboxes and a drawing of permitted locations for mailboxes and light posts. Lot Owners shall install ground spots for outside lighting, which lights the front exterior from the ground up.

3. Landscaping.

(a) Requirements. All yards must be completely sodded and irrigated. Lots must have a minimum of one hundred fifty (150) square feet of planting beds, and at least twenty-five (25) plantings.

(i) Trees. A tree of one of the following species not smaller than two and a half inches (2½") in diameter (measured four feet above the ground) shall be planted and

maintained in the front yard. The approved species are red sunset maple, autumn blaze maple, autumn purple ash and red oak. Comparable trees recommended by a landscaper and approved in writing by the Developer may be substituted. All landscaping plans must be submitted to and approved by Developer. Landscaping must be complete within six (6) months of occupancy, including final grading, sodding, mulching and front yard planting beds. Landscaping that dies shall be replanted and all planting beds shall be maintained in a healthy condition.

(b) Landscaping Services. Developer shall contract with a landscaping company to provide landscaping services to the subdivision and the individual Lot Owners therein. Landscaping services to be provided include the following:

- (i) On Lots:
 - A. Mowing, fertilizing and weed control of front and back lawns
 - B. Mulching of planting beds
- (ii) On Outlots:
 - A. Irrigation
 - B. Maintenance of any retention walls
 - C. Maintenance of any fountains
 - D. Mowing of the grass and maintenance of all plantings
 - E. Planting of annuals at the entryway sign

The Association shall pay the expense of the landscaping services described herein with each lot owner paying its proportionate share which share shall be based on the number of lots with completed construction for lot maintenance (paragraph i above) and the total number of lots for maintenance of Outlots (paragraph ii above).

4. Sewer Requirements. All Dwelling Units shall connect with the sanitary sewer system in accordance with all applicable health codes. No individual on-site sewage disposal system or water supply well shall be installed or maintained on any Lot.

5. Excavation. No materials excavated from any Lot in the Subdivision shall be removed from the Subdivision unless permission is otherwise granted in writing by Developer. Compliance shall be made with the soil erosion control ordinance of Peoria County.

6. Swimming Pools or Hot Tubs. There shall be no swimming pools of any kind permitted in the Subdivision. Hot tubs are permitted directly behind a single family Dwelling Unit only if they are located close to the Dwelling Unit and are not visible from the front of the house or the road. Hot tubs must be screened by landscaping and blend in with the design of the Dwelling Unit. Hot tubs are not permitted on Duplex Lots.

7. Play Structures. There shall be no permanent play structures of any kind, including swing sets and basketball hoops, permitted in the Subdivision. Trampolines of any kind are not permitted within the Subdivision. Portable play equipment, including portable basketball hoops, are permitted, but must be stored inside and away from view when not in use.

8. Signage. Any residential for sale or builder signage used on any Lot shall be limited to a maximum area of eight square feet. Only one sign shall be permitted on each Lot. If a Dwelling Unit is equipped with a security system and service is being provided by a security company for said system, the respective Lot Owner must place signage upon his or her Lot reflecting such.

9. No Accessory Structure. Except as otherwise provided in this Declaration, no accessory structure or outbuildings of any kind are permitted in the Subdivision, including but not limited to sheds, privacy screens, trellises, gazebos, statuaries and similar structures. Privacy screens between Duplex patios not to exceed 8' in length and 6' high, if installed by the Developer, are permitted.

10. Sump Drain Line. If a sump pump drain line is provided by Developer, it must be connected to the sump pump by Lot Owner at Lot Owner's expense. All drain lines must discharge to the front or rear of the residence. Side discharge is not permitted.

11. Subsidence Insurance. All Lot Owners are required to carry mine subsidence insurance on the Lots and Dwelling Units.

12. Drainage. All Lots shall be graded so as to maintain the existing drainage pattern. No Lot Owner shall divert water to a neighboring Lot or change the drainage pattern. Each Lot Owner shall be solely responsible for compliance with this Section. Developer shall have no liability for ensuring compliance or enforcement.

13. Temporary Residence. No trailer, basement, camper or garage shall be at any time used as a residence, temporarily or permanently, in the Subdivision.

14. Replatting. No Lot or Lots as platted shall be divided so as to result in creating additional lots. Two (2) adjoining Lots may not be used for the construction of one Dwelling Unit. However, Developer, at Developer's sole discretion, may permit a portion of a Lot to be added to an adjacent Lot to create a larger Lot, provided that the remainder of the one Lot is of sufficient size to construct a residence upon it in accordance with the construction requirements detailed herein, and further provided that the location of the building setback lines shall be modified to reflect the new size of each Lot.

15. Foliage Removal. No trees or other significant foliage, other than trees or foliage which are dead, hazardous, or reasonably impede construction of a Dwelling Unit or interfere with an easement, shall be destroyed or removed from any Lot without the consent of Developer.

16. Offensive Activities. No noxious, hazardous, or offensive trade, object, or activity which may be or may become a nuisance, hazard or danger to the neighborhood, by site, sound, odor, or otherwise, shall be performed or maintained on any Lot or other part of the Subdivision.

17. Animals. No animal other than dogs and cats ("Pets") shall be kept or maintained within the Subdivision. All Pets must be leashed when outside. No pet may be left outside unless attended by a resident, i.e. Pets may not be left chained or loose in the yard unless they are attended. Each Lot shall be limited to no more than two Pets. Pets shall be restricted to the area between the curb and sidewalk and the right of way, and all pet waste shall be cleaned up promptly from yards and parkways by the resident by the owner of the pet

18. Property Maintenance. All Lot Owners shall keep their Lots well maintained and in a presentable condition. In the event a Lot presents a nuisance or an unattractive appearance because of accumulated debris or weeds, Developer shall attempt to notify the Lot Owner in writing of the objectionable condition of the Lot, with said notice to be mailed by certified mail, if more current information is not available, to the address listed with the Peoria County Supervisor of Assessments for the mailing of tax bills for said Lot. If the condition of said Lot is not adequately improved within ten (10) days of the mailing of such notice, Developer may undertake such reasonable acts as may be necessary to improve the condition of the Lot. Any charges sustained by Developer may be charged to the Lot Owner, and, at the option of Developer, may constitute and be recorded as a lien against said Lot. Such liens may be enforced against the Lot Owner's property as permitted by law. Such liens must be recorded within two (2) years of the time the debt was incurred and, unless enforced, shall expire within two (2) years of recording. Attorneys' fees and court costs shall be recoverable for filing and enforcement of such lien. All owners of vacant Lots are required to maintain the front forty feet (40') of each lot so that it is mowed to a height of a maximum four inches (4"). The owner of corner Lots must mow not less than forty feet (40') back from any curb.

19. Vehicle Storage. All Lot Owners shall provide and use at all times off-street parking for the number of automobiles in use by the Lot Owner or residents of the Lot. Recreational vehicles, trailers, vans, boats, or other objects of substantial size are permitted in the Subdivision only for the purposes of loading such vehicles and shall not be permitted to remain overnight. No disabled vehicles shall be stored in the Subdivision.

20. Supply Storage. No building material of any kind or character shall be placed or stored upon a Lot until the Lot Owner is ready to commence improvements in compliance with an approved architectural plan. Except as necessarily incidental to construction of Buildings 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 inside a Building and concealed from view. In the event the Lot Owner fails to comply with the provisions of this Section 20, the Association may give said Lot Owner written notice requesting cure of said violation. In the event the Lot Owner fails to cure said violation within fifteen (15) days of the date of the written notice, the Association shall have the right to enter onto the property and remove said materials and charge the Lot Owner for the costs thereof. The Association shall have the right to file and enforce a lien against said Lot for the amount of said charge as well as administrative and reasonable attorneys fees incurred by the Association pursuant thereto.

21. Garbage Service. Garbage shall be place on the curb for pickup only on the morning of pickup.

22. Fencing. Except for a perimeter fence on the boundary of the Subdivision which may be installed by the Developer along rear Lot lines, there shall be no fencing in the Subdivision except invisible fencing is permitted in the rear yard of Lots if clearly labeled so as to provide notification that an invisible fence is in place. Pets may not be left outside inside an area fenced with an invisible fence unless a resident is present.

23. Hazardous Substances. No Lot Owner shall cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in their respective Lot. Lot Owners shall not do, nor allow anyone else to do, anything affecting their Lot that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on their Lot of small quantities of Hazardous Substances that are generally recognized to be appropriate to maintenance of the premises.

Lot Owners shall promptly give the Association written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving their Lot and any Hazardous Substance or Environmental Law of which Lot Owners have actual knowledge. If the Lot Owners learn, or are notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting their Lot is necessary, the Lot Owners shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Section 23, "Hazardous Substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 23, "Environmental Law" means federal laws and laws of the jurisdiction where the real estate is located that relate to health, safety or environmental protection.

24. Garage Use. Garage doors must remain closed except when moving vehicles or items in or out. Garages shall not be used as a workroom or shop of any kind or for storage of disabled vehicles.

ARTICLE V EASEMENTS AND COMMON AREAS

1. Entryway Sign. Developer hereby reserves an easement for an entryway sign, including entryway sign structure (i.e. pergola) for the Subdivision or Outlot C as said Outlot is shown on the Plat. Other than said entryway sign with related structure and landscaping, no structures may be placed or erected on said easement. Developer shall be responsible for maintenance of said easement, until such obligation is assigned to the Association, pursuant to Article VI, Section 6 of this Declaration.

2. Privacy Fence. Developer hereby reserves an easement along the rear Lots for the purpose of installing a privacy fence. Said fence shall be installed at Developer's discretion and maintained by the Association.

3. Easements. Developer hereby reserves easements for public utility installation and maintenance as shown on the Plat. Said utilities shall be permitted access to the indicated easements 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 significant foliage shall be placed on said easements, but the easements may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with the maintenance or use of the easements. Invisible fences installed on easements shall be at Lot Owner's risk. If the invisible fence is required to be removed for work in an easement, repair or replacement shall be at the Lot Owner's cost. In the event Developer should elect to construct a fence along the perimeter of the Subdivision, affected Lot Owners shall grant an easement to Developer for construction and maintenance of such fence, provided that any damage to the Lot Owner's property by such construction or maintenance shall be repaired by Developer at Developer's expense.

4. Detention Pond. Developer hereby reserves a stormwater detention easement inuring to the benefit of the Association and the City of Peoria as depicted on the Plat of Subdivision on the Outlots. Maintenance of the Outlots, entryway sign, any fountains and landscaping installed therein shall be the responsibility of the Association. When the Association is formed the Developer shall convey the Outlots and sign easement to the Association. Such conveyance shall be made by recording a deed to the Association and the Association shall accept the conveyance.

ARTICLE VI

APPLICATION, AMENDMENT AND ENFORCEMENT OF DECLARATION; ASSIGNMENT OF DEVELOPER'S RIGHTS

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 and shall be bound by the covenants, conditions, restrictions and stipulations contained herein as to the use of the Subdivision and the construction of Dwelling Units and improvements therein, as hereinafter set forth.

2. Amendment of Restrictions/Plats. Until Developer divests himself of all interest in all Lots of the Subdivision, Developer shall retain the right to amend, modify or annul any of the restrictions detailed herein or on the Plat by a written instrument to be recorded in the Office of the Recorder of Deeds, Peoria County, Illinois. Upon the sale of all of Developer's interest in the Subdivision, these restrictions may be amended by the affirmative vote of two-thirds (2/3) of the total Lot Owners in the Subdivision, with the collective owners of each Lot to have one vote

in regards to any such amendment. However, after Developer's sale of any Lot, no amendment of these restrictions or the Plat of the Subdivision shall significantly impede or alter the continued development of the Subdivision in accordance with the general intent of Developer as expressed herein.

3. Enforcement of Restrictions. Developer or any Lot Owner in the Subdivision shall be entitled to prosecute, in any proceeding in law or equity, any owner violating or attempting to violate any of the restrictions or covenants contained herein, to either prevent said Lot Owner from committing said violation or to recover damages for such violation and to collect any attorneys fees and costs incurred as a result of such enforcement of the Declarations.

4. Invalidation of Restrictions. Invalidation of any portion of these restrictions by judgment of court order shall not affect any remaining restrictions, which shall remain in full force and effect and be construed, as closely as possible, with the original intent of Developer.

5. Limitation of Liability. In no event shall any action or inaction by Developer in regards to Developer's powers or duties expressed herein constitute or give rise to any liability against Developer, provided such action or inaction does not constitute fraud or gross negligence.

6. Assignment of Rights by Developer. Developer shall have the right to sell, assign, transfer, or convey all of the rights of Developer. Any such transfer shall be in writing and recorded in the Office of the Recorder of Deeds, Peoria County. Developer may, from time to time, appoint a designated agent to act for Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment and authority of said representative. Upon the formation of the Association and the recording of written authorization from Developer, all rights, duties, and obligations of Developer herein contained shall be transferred to the Association unless certain rights are specifically retained. Until the sale of one hundred percent (100%) of the Lots, Developer, in such written transfer of rights, duties, and obligations may retain specific rights, including, without limitation, the right to approve construction plans and grant extensions for commencement of construction. Upon the sale of all Lots in the Subdivision, such transfer of all such rights, duties and obligations set forth in these restrictions to the Association shall be automatic.

ARTICLE VII COVES AT CHARTER OAK HOMEOWNERS' ASSOCIATION/ASSESSMENTS

1. Membership in Association. Upon its formation, all Lot Owners in the Subdivision shall become members of 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 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 Lots in the Subdivision, plus written approval by the Developer for formation of the

Association. The Association shall be deemed formed when a written notice of the formation of the Association has been recorded in the Office of the Peoria County Recorder of Deeds and indexed to each lot in the Subdivision. Until the Association is formed, the Developer shall have all of the rights granted to the Association.

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

(a) Litigation. 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.

(b) Maintenance. The Association shall be responsible for the care, maintenance, and upkeep of the Outlots, the detention pond (including the fountains), the entryway sign and the easements thereupon. The Association shall also maintain in a well kept condition any fence the Developer may chose to erect along the perimeter (or part thereof) of the Subdivision. The Association shall also be responsible for all maintenance described in Article IV 3.b.

(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 through the Architectural Control Committee.

(d) Assessments. The Developer until the Association is formed and then 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. Such costs include but are not limited to landscape maintenance and irrigation, Outlot maintenance and other obligations as provided in this Declaration.

(e) Ownership of Property. The Association may own property in its own name.

(f) Full Powers. Upon written grant of authority from Developer pursuant to Article VII, Section 6, the Association shall have all rights and obligations otherwise reserved to Developer.

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 delivery or mailing of notice, regular mail, to each Lot Owner in the Subdivision. The notice shall detail the date, time and

place of the initial meeting of the Association, with said meeting to be held within forty-five (45) days of the date of the notice. Developer may conduct the initial meeting until such time as the first election of trustees. If 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. In regards to all Association matters, one vote may be cast by the collective owners of each Lot of record in the Subdivision. Ownership of Outlot A shall not result in a right to cast a vote based on such ownership. 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 Board. 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 the members of the Board the Association. Initially, the Board shall consist of three (3) members. Those three individuals receiving the highest total of votes shall be elected as the Board. The Board shall have the following rights and duties:

(a) Budgets. The Board shall formulate a budget based on the estimated annual expenses of the Association for maintenance of Outlots, landscaping, and other obligations of the Association as provided herein, as provided in this Declaration and operational costs with a reasonable reserve.

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

(c) Employment. The Board shall employ, on behalf of the Association, such maintenance or service personnel as may be required to provide services to the entryway sign, 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) Preparation of By-Laws. The Board shall formulate and propose, as part of the initial organization of the Association, general by-laws and guidelines for the Association.

(e) Payment. The Board shall pay the bills of the Association and maintain accounts and books and records in accordance with standard accounting practices.

8. Provisions Relating to the Board. Unless and until the Association adopts new by-laws, each Board member shall be elected for a period of three years, provided, however, that the two Board members receiving the fewest number of votes at the initial meeting of the Association shall be elected for a term of two years and one year, respectively, with their successors to be elected for three year terms; thus staggering the terms so that in each year, one Board member is elected. The Board members shall provide for at least an annual meeting of the Association to held at a reasonable time and place, which meeting shall include the election of

one new Board member, 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 places in the Subdivision. Board members shall not be entitled to receipt of compensation for their acts as Board members, nor shall any Board member receive compensation for professional advice provided to the Association. Absent fraud or gross negligence, no Board member shall be personally liable for any act or failure to act on behalf of the Association.

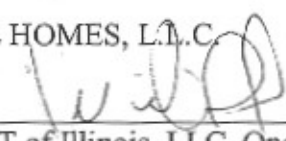
9. Adoption or Amendment of By-Laws. The Association may adopt or amend the By-Laws of the Association upon the affirmative vote of three-fourths of all Lot Owners in the Subdivision.

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 Board. Assessments against each lot in the Subdivision shall be in equal amounts regardless of a lot's size except that no assessment shall be made against Outlot A, Outlot B, Outlot C or the sign easement. The annual assessment shall be sufficient to perform the maintenance provided for in paragraph 2b of this Article.

11. Liens. Any amount assessed against an individual Lot which remains unpaid thirty (30) days after said assessment, plus the costs of filing a lien including attorney's fees, becomes due may, at the option of the Board, become a lien against the Lot by placing notice of record with the Peoria County Recorder of Deeds. In order to become a valid lien, said lien must be placed of record within two (2) years of the time said amount claimed became due, with the lien to expire two (2) years after recording of the same. Payment of said lien may be enforced by foreclosure of lien, or any other method permitted by law, and the Association may recover reasonable attorney's fees and court costs incurred in recovery of amounts due.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE AFFIXED THEIR SIGNATURES
ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

DEVELOPER: EXCEL HOMES, L.L.C.

By: 
RBT of Illinois, LLC, One of its Managers
By: William Peifer, Manager

STATE OF ILLINOIS

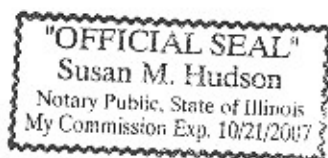
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COUNTY OF PEORIA

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I, the undersigned, a Notary Public in said County, in the State aforesaid, DO HEREBY CERTIFY that William Peifer, who is personally known to me to be the one of the Managers of RBT of Illinois, LLC, one of the managers of Excel Homes, L.L.C., an Illinois limited liability company, and whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his/her free and voluntary act as such Manager, and as the free and voluntary act of such company for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute such instrument. Given under my hand and Notarial Seal this 10th day of October, 2006.



Susan M. Hudson
Notary Public

EXHIBIT A

Lots 1A/B-50 of The Coves of Charter Oak Subdivision as shown on the Final Plat of The Coves of Charter Oak Subdivision recorded October 11, 2006 as Document No. 06-33341 in Plat Book 10, Page 61 in Peoria County, Illinois.

PIN No. 13-13-376-001