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**FIFTH AMENDMENT TO DECLARATION OF RESTRICTIONS OF  
SOMMER PLACE SUBDIVISION, AND RESTATEMENT OF DECLARATION OF  
RESTRICTIONS OF SOMMER PLACE SUBDIVISION –  
SECTIONS TWO, THREE, FOUR-A, FOUR-B, FIVE, AND SIX AND  
DECLARATION OF RESTRICTIONS OF  
SOMMER PLACE SUBDIVISION – SECTION SEVEN  
PEORIA COUNTY, ILLINOIS**

THIS FIFTH AMENDMENT TO DECLARATION OF RESTRICTIONS is made this 17<sup>th</sup> day of August, 2017, by SUMMER PARK, L.L.C., an Illinois limited liability company ("Developer").

**RECITALS**

WHEREAS, Summer Park, L.L.C., an Illinois Limited liability company is the Developer of certain real estate, all located in Sommer Place Subdivision, Sommer Place Subdivision – Section Two, Sommer Place Subdivision – Section Three, Sommer Place Subdivision-Section Four-A, Sommer Place Subdivision-Section Four-B, Sommer Place Subdivision-Section Five, and Sommer Place Subdivision – Section Six, in Peoria County, Illinois, ("Subdivision"); and,

WHEREAS, the final plat of Sommer Place Subdivision was recorded in Plat Book 9 at page 115-116 as Document No. 05-26106 in the Office of the Recorder of Deeds of Peoria County, and on August 10, 2005, the Declaration of Restrictions of Sommer Place Subdivision was recorded as Document No. 05-26107 in the Office of the Recorder of Deeds of Peoria County; and,

WHEREAS, Developer reserved the right to add certain real estate to the property described in the Declaration of Restrictions of Summer Place Subdivision, by recording an amendment to such Declaration of Restrictions, pursuant to subsection 4 of Article II of the Declaration of Restrictions of Sommer Place Subdivision; and,

WHEREAS, Developer filed a plat of Sommer Place Subdivision – Section Two in Plat Book 10 at Page 69 as Document No. 06-34679 in the Office of the Recorder of Deeds of Peoria County, with restrictions substantially similar to the restrictions of Sommer Place Subdivision as Document No. 06-34680 in the Office of the Recorder of Deeds of Peoria County; and,

WHEREAS, Developer filed a plat of Sommer Place Subdivision – Section Three in Plat Book 10 at page 122 as Document No. 06-41187 in the Office of the Recorder of Deeds of Peoria County; and,

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WHEREAS, Developer filed a plat of Sommer Place Subdivision – Section Four-A as Document No. 2012-032481 on December 7, 2012, in the Office of the Recorder of Deeds of Peoria County; and,

WHEREAS, Developer filed a plat of Sommer Place Subdivision – Section Five as Document No. 2012-032855 on December 11, 2012, in the Office of the Recorder of Deeds of Peoria County; and,

WHEREAS, Developer filed a plat of Sommer Place Subdivision – Section Four-B as Document No. 2014-019278 on September 12, 2014, in the Office of the Recorder of Deeds of Peoria County; and,

WHEREAS, Developer filed a plat of Sommer Place Subdivision – Section Six as Document No. 2014-022142 on October 20, 2014, in the Office of the Recorder of Deeds of Peoria County; and,

WHEREAS, Developer desires to establish certain rights and easements in, over and upon Sommer Place Subdivision – Section Seven, 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; and,

WHEREAS, Developer intends to, and does hereby declare that Sommer Place Subdivision – Section Seven, 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, the right to make amendments to subdivision restrictions was granted to Developer in Article II, Section 2 of the Declarations of Restrictions of Sommer Place Subdivision and Sommer Place Subdivision – Section Two; and,

WHEREAS, Developer now wishes to harmonize the Declaration of Restrictions of Sommer Place Subdivision, Sommer Place Subdivisions Section Two, Section Three, Section Four-A, Section Four-B, Section Five, and Section Six, and add Sommer Place Subdivision-Section 7, as permitted by Article II, Section 4 of the Declarations of Restrictions of Sommer Place Subdivision.

NOW THEREFORE, Developer hereby amends the Declaration of Restrictions of Sommer Place Subdivision and restates the Declaration of Restrictions for Sommer Place Subdivision – Sections Two and Three, Four-A and Five, Four-B and Six, in whole herein, and provides all Restrictions for Sommer Place Subdivision – Section Seven, hereinafter known as the Fifth Amendment to Declaration of Restrictions of Sommer Place Subdivision and Restatement of the Restrictions of Sommer Place Subdivisions Sections Two, Three, Four-A, Five, Declarations of Restrictions of Sommer Place Subdivision – Sections Four-B and Six, and Declarations of Restrictions of Sommer Place Subdivision – Section Seven, Peoria County, Illinois, as follows:

#### **DECLARATION OF RESTRICTIONS**

WHEREAS, Developer is the owner in fee simple and the developer of certain real estate known as the Sommer Place Subdivision – Section Seven, Peoria County, Illinois, (“Subdivision”), which is legally described in Exhibit A attached hereto and made a part hereof, the Final Plat of said Subdivision, having been recorded with the Office of the Recorder of Deeds of Peoria County, Illinois on August 9, 2017, in Plat Book 14 at Page 6, as Document # 2017016098, (the “Plat”), said Plat being further technically amended to correct a typographical error by Affidavit recorded August 16, 2017 in the Office of the Recorder of Deeds of Peoria County, Illinois as Document # 2017016729; and,

WHEREAS, Developer desires to develop and maintain the Subdivision as 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; and,

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) **Accessory Building:** Separate building or buildings or portions of the main building located on the same building site and which are incidental to the main building or to the main use of the premises.

(b) **Association:** The Association of all the Lot Owners acting pursuant to the By-Laws through its duly elected Board. The Association shall be called the Sommer Place Home Owner's Association, or a similar name which incorporates the Subdivision name.

(c) **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.

(d) **Building:** All structures, attached or unattached.

(e) **By-Laws:** The By-Laws of the Association, which are adopted by the Association.

(f) **Common Areas:** All areas to be conveyed to and owned by the Sommer Place Home Owner's Association as defined by the Plat upon completion by the Developer of all required public improvements located in such Common Areas.

(g) **Developer:** Summer Park, L.L.C., or its successor or assigns.

(h) **Dwelling Unit:** A structure or portion thereof designed and constructed for the residential use of one household.

(i) **Expenses:**

- (i) The proposed actual expenses affecting the Property, including Reserves, if any, lawfully assembled by the Board; and
- (ii) Expenses declared common expenses by this Declaration or By-Laws.
- (j) **First Mortgagee:** An owner of a bona fide first mortgage or first trust deed conveying any portion of the Property.
- (k) **Ground Floor Areas:** That portion of a dwelling which is built over a basement or foundation but not over any other portion of the dwelling.
- (l) **Lot:** Any parcel of land or other tract in the Sommer Place Subdivision, Sommer Place Subdivision Section Two, Sommer Place Subdivision Section Three, Sommer Place Subdivision – Section Four-A, Sommer Place Subdivision – Section Four-B, Sommer Place Subdivision – Section Five, Sommer Place Subdivision – Section Six, and Sommer Place Subdivision – Section Seven, Peoria County, Illinois against which this Declaration is recorded, as well as any other parcel of land or other tract added to this Declaration, pursuant to Article II, Paragraph 4, together with any and all improvements thereon.
- (m) **Lot Owner:** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.
- (n) **Majority or Majority of Lot Owners:** The owners of more than fifty percent (50%) of the Lots comprising the Subdivision.
- (o) **Occupant:** A person or persons, other than a Lot Owner, in possession of a Lot.
- (p) **Person:** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (q) **Plat:** The Final Plat of Sommer Place Subdivision – Section Seven, Peoria County, Illinois, recorded with the Office of the Recorder of Deeds of Peoria County, Illinois on August 9, 2017, in Plat Book 14 at Page 6, as Document # 2017016098, said Plat being further technically amended to correct a typographical error by Affidavit recorded August 16, 2017 in the Office of the Recorder of Deeds of Peoria County, Illinois as Document # 2017016729.
- (r) **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.
- (s) **Record:** To record in the Office of the Recorder of Deeds of Peoria County, Illinois.
- (t) **Reserves:** Those sums paid by Lot Owners which are separately maintained by the Board for purposes specified by the Board.
- (u) **Single Dwelling Lots:** Lots 701-746 of the Subdivision, on which Developer intends for a separate and detached Dwelling Unit to be built.
- (v) **Structure:** Any building, planting, dwelling, fence, excavation or any other thing or work on the real estate (including, but not limited to, antenna systems).
- (w) **Subdivision:** Sommer Place Subdivision – Section Seven, Peoria County, Illinois; and all other Subdivisions as shown on the Plat.

**ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION;  
ADDITIONS THERETO 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 and recording of the Plat. Subject to the restrictions set forth herein, 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.

**ARTICLE III  
RESTRICTIONS**

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 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 purpose. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family Dwelling Unit on the Lots, and a private garage.

3. CONSTRUCTION REQUIREMENTS. The construction of residences on 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 of the Subdivision.

b. Footage Requirements.

i. Lots 1-106:

(a) Lots 1 – 65. One-story ranch style residences shall have a total living area of not less than one thousand six hundred (1,600) square feet. Two-story residences shall have a total living area of not less than one thousand eight hundred (1,800) square feet. One and a half story residences shall have a main level of not less than one thousand four hundred (1,400) square feet.

(b) Lots 66 – 106. One-story ranch style residences shall have a total living area of not less than two thousand (2,000) square feet. Two-story residences shall have a total living area of not less than two thousand four hundred (2,400) square feet. One and a half story residences shall have a main level of not less than one thousand four hundred (1,400) square feet. Split-foyer and split-level style residences shall not be permitted.

ii. Lots 201-244: One-story ranch style residences shall have a total living area of not less than two thousand (2,000) square feet. Two-story residences shall have a total living area of not less than two thousand four hundred (2,400) square feet. One and a half story residences shall have a main level of not less than one thousand four hundred (1,400) square feet. Split-foyer and split-level style residences shall not be permitted.

iii. Lots 301-368: One-story ranch style residences shall have a total living area of not less than one thousand six hundred (1,600) square feet. Two-story residences shall have a total living area of not less than one thousand eight hundred (1,800) square feet. One and a half story residences shall have a main level of not less than one thousand four hundred (1,400) square feet. Split-foyer and split-level style residences shall not be permitted.

iv. Lots 401-429: One-story ranch style residences shall have a total living area of not less than two thousand (2,000) square feet. Two-story residences shall have a total living area of not less than two thousand four hundred (2,400) square feet. One and a half story residences shall have a main level of not less than one thousand four hundred (1,400) square feet. Split-foyer and split-level style residences shall not be permitted.

v. Lots 501-552: One-story ranch style residences shall have a total living area of not less than one thousand six hundred (1,600) square feet. Two-story residences shall have a total living area of not less than one thousand eight hundred (1,800) square feet. One and a half story residences shall have a main level of not less than one thousand four hundred (1,400) square feet. Split-foyer and split-level style residences shall not be permitted.

vi. Lots 601-623: One-story ranch style residences shall have a total living area of not less than one thousand seven hundred fifty (1,750) square feet. Two-story residences shall have a total living area of not less than two thousand (2,000) square feet. One and a half story residences shall have a main level of not less than one thousand four hundred (1,500) square feet. Split-foyer and split-level style residences shall not be permitted.

vii. Lots 701-746: One-story ranch style residences shall have a total living area of not less than one thousand six hundred (1,600) square feet. Two-story residences shall have a total living area of not less than one thousand eight hundred (1,800) square feet. One and a half story residences shall have a main level of not less than one thousand four hundred (1,400) square feet. Split-foyer and split-level style residences shall not be permitted.

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. Stone, brick, wood, vinyl and stucco style materials, shall be permitted exteriors, provided such materials are of suitable quality, grade and coloration to conform and harmonize with other improvements in the Subdivision. No excessively bright colors or light shadings shall be permitted on the exteriors of any building in the Subdivision. Panelized and modular construction shall be permitted only with express written approval of the Developer, which may be withheld in the Developer's sole discretion.

i. Lots 1-65, 301-368, 501-552, 601-623 and 701-746: At least twenty percent (20%) of the front elevation shall have brick or stone facing.

ii. Lots 66-106, 201-244, and 401-429: At least forty percent (40%) of the front elevation shall have brick or stone facing.

d. Garages. Each Dwelling Unit shall contain an attached, enclosed garage adequate to store, at a minimum, two (2) standard-sized passenger vehicles, or, as a maximum three (3). Any such garage shall be in conformity with the attached residence as to exterior, architecture and location. The minimum size for any garage shall be twenty feet by twenty-two feet (20' x 22').

e. Mailboxes and Light Posts. Each residence constructed on a Lot in the Subdivision shall have a standardized mailbox and light post location. Lots 1 - 65 shall have black mailboxes with black posts. Lots 66 - 106, 201 - 244, 301 - 368, 401 - 429, 501 - 552, 601-623, 701-746 shall have black wrought iron mailboxes. All light posts shall be located within seventeen (17) to eighteen and one-half (18 ½) feet from the right-of-way curb. Developer will provide the permitted design specifications for mailboxes and a drawing of permitted locations for mailboxes and light posts.

f. Landscape Requirements.

i. As to Lots 1 - 65, 301 - 368, and 501 - 552, the front and side yards of each Dwelling Unit constructed on a Lot in the Subdivision must be sodded. A tree not smaller than two and one half inches (2 ½) in diameter measured four feet above the ground shall be planted in the front yard.

ii. As to Lots 66 - 106, 201 - 244, 401 - 429, 601-623, and 701-746, the front yard and parkway of each Dwelling Unit constructed on a Lot in the Subdivision must be sodded. A tree not smaller than two and one half inches (2 ½) in diameter measured four feet above the ground shall be planted and maintained in the front yard.

iii. As to all Lots, the minimum landscaping requirements set forth herein must be completed within six (6) months of the sooner of occupancy or the date of the first closing after completion of a residence on any Lot, including final grading, sodding, and tree planting, weather permitting. The owner of each Lot shall be required to replace any tree which dies, and all landscaping shall be maintained in a healthy condition.

g. Shingle Requirements and Roof Pitch. Only architectural shingles may be used on each residence. The color of the shingles must be approved by the Developer. No three-tab shingles are allowed. Minimum roof pitch of six/twelve is required unless Developer approves an alternate.

h. Sewer Requirements.

i. All Dwelling Units shall connect with the sanitary sewer system in accordance with all applicable Health Codes.

ii. No individual on-site sewage system or supply well shall be installed or maintained on any Lot.

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

j. Swimming Pools. All swimming pools must be enclosed by fencing approved by the Developer and shall, in all respects, comply with applicable ordinances and building codes. 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. Above ground pools shall not be permitted.

k. Driveways and Cub Cuts. All driveways leading from the street to the garage must be of concrete or other materials permitted by the Developer. Curbs which are removed for the purposes 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.

l. 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 residences on eighty percent (80%) of the Lots in each Phase or Section of Sommer Place Subdivision. Details as to sidewalk size, placement, and materials are to be supplied by the Developer, with all sidewalks to be in conformity with other sidewalks in the Subdivision.

m. 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.

n. Accessory Structure. No accessory structure or outbuildings are permitted in the Subdivision. Lot Owners are permitted to erect a maximum of one play structure on each Lot provided the play structure does not exceed one of the following dimensions: sixteen (16) feet in length, ten (10) feet in height, and twelve (12) feet in width.

o. 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.

p. Dumpster. During construction, a dumpster is required to be on a Lot for disposal of construction materials. The owner and builder 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. No dirt shall be removed from the subdivision without Developer approval.

q. Drainage. All Lots shall be graded to comply with the Subdivision grading plan. No Lot Owner shall divert water to a neighboring Lot, and no Lot Owner may alter its drainage pattern without obtaining prior Developer approval. Each Lot Owner shall be solely responsible for compliance with this Section and shall be responsible for damages caused to neighboring properties due to failure to comply. Developer shall have no liability for ensuring compliance or enforcement.

r. Architectural Approval.

i. Residence: No Building shall be erected or altered on any Lot in the Subdivision until the building plan specifications and site plans of said Building have been submitted to and approved by the Developer. The Developer, as part of the approval process, shall evaluate the proposed improvements as to conformity and harmony of external design with existing structures in the Subdivision, and as to location of the Building with respect to topography and finished ground elevation. A minimum of two (2) copies of all building plans, specifications, and site plans shall be submitted before the commencement of construction of the Lot. A copy of said building plans, specifications, and site plans shall be retained by the Developer. Developer, at Developer's option, may require that samples of

all exterior materials be submitted for examination prior to approval. If the Developer fails to give written approval or disapproval to such plans and specifications within thirty (30) days after the 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 a 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.

ii. Tower, Satellite Dish, Fencing, or Swimming Pool: No tower, satellite dish, swimming pool, or fence shall be erected, placed or altered on any Lot in the Subdivision until the plans, specifications, and site plans of said improvements shall have been submitted to and approved by the Homeowner's Association. No prior approval shall be required for satellite dishes not exceeding a twenty-inch (20") diameter placed in the rear of the lot and obscured from view by landscaping. The Lot owner shall submit plans to the Homeowner's Association in the same manner as in Subsection i. above. The Homeowner's Association, at its option, may require that samples of material be submitted for examination prior to approval. If the Homeowner's Association fails to give written approval or disapproval to such plans and specifications within thirty (30) days after the same has been received by the Association, the plans and specifications will be deemed approved. All improvements shall be constructed in strict conformity with approved plans and specifications. Any changes during construction must be approved in writing by the Homeowner's Association prior to continuation of construction. The Association shall have no liability to any Lot owner for the failure of a Lot to comply with the Lot Restrictions set forth herein or for approving any plans which do not comply. Written approval of the Association of plans and specifications and construction in accordance with those specifications shall be deemed to constitute compliance.

4. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence, temporarily 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.

5. 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 residence. However, the 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.

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

7. 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.

8. ANIMALS. No animal other than domesticated house pets shall be kept or maintained within the Subdivision. No pet runs or enclosures shall be permitted in the Subdivision, except that invisible fences shall be allowed. Each Lot shall be limited to no more than two dogs and two cats unless otherwise approved by Developer.

9. PROPERTY MAINTENANCE. All Lot Owners shall keep their property well maintained and in a presentable condition. The owners of Lots 403-408 and 414-419 shall maintain the storm drainage improvements located within the easement area located in the rear yard area of each of their respective Lots. The owners of Lots 409-413 and 422-429 shall maintain the retaining wall and fence located on the rear lot line of each of their respective Lots. In the event a Lot presents a nuisance or an unattractive appearance because of accumulated debris, weeds or grasses, or in the case of Lots 403-408 and 414-419, fails to maintain the storm drainage improvements described above, or in the case of Lots 409-413 and 422-429, fails to maintain the wall and fence described above, the Association 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, the Association may undertake such reasonable acts as may be necessary to improve the condition of the Lot. Any charges sustained by the Association may be charged to the Lot Owner, and, at the option of the Association, may constitute and be recorded as a lien against said Lot. Such liens may be enforced against the owner's property as permitted by law. Such liens must be recorded within two years of the time the debt was incurred and, unless enforced, shall expire within two years of recording. Attorney's 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 maximum four inches (4"). The owner of corner Lots must mow not less than forty feet (40') back from any curb. Notwithstanding the foregoing, owners of vacant walk-out Lots shall mow only so far as the grade allows.

10. VEHICLE STORAGE. No 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 or for more than five (5) days at any time within the confines of the Subdivision unless same is enclosed and concealed from view within a garage on the Lot Owner's property. This provision, to the extent permitted by law, shall apply to those parts of the Subdivision dedicated as public roadways. No disabled automobiles shall be stored on a Lot except within a garage concealed from view.

11. SUPPLY STORAGE. Except as necessarily 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 inside a building and concealed from view.

12. EASEMENTS. Easements for public utility installation and maintenance and stormwater management are reserved as shown on the recorded plat. Said utilities, the Developer, and the Homeowners' Association 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 or structures 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. Fences or significant foliage installed on easements shall be at Lot Owner's risk. If the fence or significant foliage is required to be removed for work in an easement, repair or replacement shall be at Lot Owner's cost. In the event the Developer should elect to construct a fence along the perimeter of the Subdivision, affected Lot Owners shall grant an easement to the 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.

13. COMMENCEMENT OF CONSTRUCTION. Any individual or entity acquiring a Lot from the Developer must commence construction within twenty-four (24) months after the conveyance of title, unless a written extension is granted by the Developer. If the 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 residence 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, within nine (9) months after commencement of construction. In the event such construction is not commenced within the allotted time, the 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 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. All residences shall be complete prior to occupancy.

14. OUTDOOR LIGHTING. All Lot Owners, upon completion of construction of the residence, shall install in the front area of their Lot, suitable, Developer-approved, lighting for night illumination of the frontage area of their Lot. Lights shall be located as shown in drawings provided by Developer for correct yard light placement. Light bulbs must be a minimum of sixty (60) watts, and must be replaced promptly by Lot Owners upon failure.

15. FENCING.

i. As to Lots 1 – 65, 301 – 368, and 501 – 552, acceptable fencing is as follows: a vinyl privacy fence no higher than six feet (6') or a wood privacy fence no higher than six feet (6'), which must be stained on both sides as needed to maintain the stain quality, and black ornamental fencing.

ii. As to Lots 66 – 106, 201 – 244, and 401 – 429, acceptable fencing is black ornamental fencing. Fencing shall not exceed a maximum height of four feet (4'), without express consent of the Association, except fences surrounding in-ground swimming pools, which shall be the height required by the City of Peoria, City Ordinance ("City Code").

iii. ii. As to Lots 601-623 and Lots 701-746, acceptable fencing is black, bronze, or tan ornamental fencing. Fencing shall not exceed a maximum height of six feet (6'), without express consent of the Association, except fences surrounding in-ground swimming pools, which shall be the height required by the City of Peoria, City Ordinance ("City Code").

iv. As to Lots 409-413 and 422-429, Lot Owners shall maintain the retaining wall and fence constructed by the Developer on the rear lot line of their respective Lots. Such lot owner shall not modify the retaining wall and fence without the express consent of the Developer, until such time that the Developer has sold all Lots 409-413 and 422-429, and thereafter, without the express consent of the Association.

v. All fencing must meet Developer's approved fencing specifications.

16. AMENDMENT OF RESTRICTIONS/PLATS. Until the Developer divests himself of all interest in all Lots of the Subdivision, the Developer shall retain the right to amend, modify or annul any of the restrictions detailed herein or on the Plat by written instrument signed solely by Developer to be recorded in the Office of the Recorder of Deeds, Peoria County, Illinois. Upon sale of all of Developer's interest in each Phase or Section of Sommer Place Subdivision, these restrictions may be amended by the affirmative vote of a majority of those Lot Owners present at a properly called meeting for the purpose of amending the restrictions, at which a quorum is present. However, after Developer's sale of any Lot, no amendment of these restrictions or the Plat of Subdivision shall significantly impede or alter the continued development of the Subdivision in accordance with the general intent of Developer as expressed herein.

17. ENFORCEMENT OF RESTRICTIONS. Any Lot Owner in the Subdivision, the Developer, and/or the Association shall be entitled, but not required, 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. In the event the Developer, a Lot Owner, or the Association, is required to undertake legal action for the enforcement of these Restrictions or a lien filed in accordance with these Restrictions, the Developer, Lot Owner, or the Association, shall be entitled to any and all costs, expenses, and fees, including attorneys fees and costs of litigation, which may be paid or incurred in enforcing these Restrictions or foreclosure of lien.

18. 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 the Developer.

19. CERTIFICATE OF COMPLIANCE. Upon receipt of a written request by a Lot Owner, plus payment of a reasonable fee if a fee established by Developer, the Developer will issue a certificate of compliance stating that the building or buildings on said Lot comply with these restrictions, if such is the fact to the best of the Developer's knowledge. Such Certificate shall be conclusive evidence of satisfactory compliance with these restrictions, except said Certificate shall not be conclusive as to matter of survey.

20. LIMITATION OF LIABILITY. In no event shall any action or inaction by the Developer in regards to Developer's powers or duties express herein constitute or give rise to any liability against the Developer, provided such action or inaction does not constitute fraud or gross negligence.

21. DETENTION PONDS. All Lot Owners in the Subdivision acknowledge that Outlot A is designated as a detention pond on the Plat. Such Lot may not be used for residential construction, but shall be for erosion control purposes and the control of storm sewer water runoff. It is further acknowledged that after formation of the Association, the Developer shall deed fee simple ownership of said Outlot A to the Association. Developer's recording of the deed shall indicate conveyance to the Association and acceptance by the Association. The Association shall thereafter properly maintain such detention pond and related equipment in proper working order. Other than the area of the detention pond, the remainder of the Lot shall be left in its natural state. The Association shall have the right to collect a total of ten percent (10%) of the cost of maintenance of the detention pond from the owners of the property described in Exhibit D ("Lot One Owners"). The Lot One Owners shall have the right to make such payment through the homeowners' Association established to govern the property owned by the Lot One Owners and that homeowners' Association shall then make any payment due.

22. GARBAGE SERVICE. Garbage shall be placed on the curb for pickup no sooner than after 7:00 p.m. the night before trash pickup, if in a trash can with lid or yard bag; otherwise, any garbage not so contained or packaged must be placed on the curb only on the morning of garbage pickup.

23. ASSIGNMENT OF RIGHTS BY DEVELOPER. The Developer shall have the right to sell, assign, transfer, or convey their respective rights under this Declaration. 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 the Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment and authority respectively of said representative. The Developer confirms that SOMMER PLACE HOMEOWNERS' ASSOCIATION has been formed, but that rights specifically reserved to the Developer herein shall not be transferred to said Association without a recorded express assignment of said rights, which rights shall include, without limitation, the right to approve construction plans and grant extensions for commencement of construction. Upon the sale of all Lots in the Subdivision, should the Developer fail to record an express assignment within 90

days of the sale of the final available Lot, such transfer of all such rights, duties and obligations set forth in these restrictions to the Association shall be deemed to have been made automatically without further action.

24. PATIOS AND PRIVACY SCREENS. Lot Owners may erect privacy screens on their respective lots provided that said screens do not exceed six feet (6') in height or eight feet (8') in width; provided the approval of the Association is obtained for privacy screens six feet (6') in height. A patio is permitted on each Lot, located to the rear of the Dwelling Unit. Each patio shall be limited to a maximum depth of sixteen feet (16') and shall not exceed the width of the back of the residence, and shall be comprised of the same materials as are approved for fencing.

25. ITEMS AFFIXED TO EXTERIOR; WINDOW COVERINGS; HANGING OF LAUNDRY. Lot Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the buildings, and no sign, awning, canopy, shutter, radio, or television antenna or satellite dish shall be affixed to or placed upon the exterior wall or roof or any part thereof or on the Lots without the prior written consent of Developer, except that no prior written approval shall be required for satellite dishes not exceeding twenty inches (20") in diameter placed in the rear of the Lot and obscured from view by landscaping. No clothes, sheets, blankets, laundry, windsocks, or other articles of any kind shall be hung out or exposed on any part of any Lot. No basketball hoop or court shall be installed in the rear or the backyard area of any Lot. The coverings of interior surfaces or windows, whether drapes, shades, or other items visible on the exterior of the building, shall be a light, solid, neutral color on the side that is visible from the exterior.

#### **ARTICLE IV SOMMER PLACE HOMEOWNERS' ASSOCIATION**

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.

3. POWERS AND DUTIES OF THE 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 Outlot A and the detention pond thereupon and entrance ways of the Subdivision, with said areas to include, without limitation, such areas as may hereinafter be subject to easements in favor of the Developer or the Association for maintenance of Subdivision signs, landscaping or detention area. The Association shall maintain in a well kept condition any fence the Developer may chose to erect around the perimeter of the Subdivision and mow and maintain the property extending outward from the Subdivision to adjacent roadways. After conveyance of fee simple ownership to the Association, the Association shall

be responsible for the mowing, maintenance and upkeep of any common areas. Said lots, and the detention ponds and equipment therein, shall be kept in presentable condition and in properly working order.

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

d. Assessments. The Association shall be authorized to assess fees against the Lot Owners in the Subdivision for the operational costs and projects of the Association in accordance with the guidelines hereinafter established.

e. Ownership of Property. The Association may own property in its own name. The Association shall accept conveyance of Outlot A from the Developer. The Developer shall have the absolute right to record the deed to the Association and send a copy to the Association which shall indicate acceptance.

f. Full Powers. Upon written grant of authority from the Developer, the Association shall have all rights otherwise reserved to the 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. The Developer may conduct the initial meeting until such time as the first election of trustees. If the Developer should fail to schedule the initial meeting of the Association after such time as when the Association should have been formed, the initial meeting can be scheduled by any individual Lot Owner in the Subdivision by following the procedures noted herein.

6. VOTING RIGHTS. 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 MEMBERS. 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 Board Members of the Association. Those three individuals receiving the highest total of votes shall be elected as Board Members of the Association. The Board Members shall have the following rights and duties:

a. Budgets. The Board Members shall formulate a budget based on the estimated annual Expenses of the Association for maintenance of common areas and operational costs with a reasonable reserve.

b. Assessments. The Board Members 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 Members shall employ, on behalf of the Association, such maintenance or service personnel as may be required to provide services to the common areas of the Association, and to employ and retain on behalf of the Association such legal, accounting, or other professional services as may be required by the Association.

d. Preparation of By-Laws. The Board Members 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 Members shall pay the bills of the Association and maintain accounts and books and records in accordance with standard accounting practices.

8. PROVISIONS RELATING TO BOARD MEMBERS. 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 be 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 a majority of those Lot Owners present at a properly called meeting for that purpose at which a quorum is present.

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 Members. 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. Regardless of the budget established by the Board Members, the amount of the annual assessment charged to the Lot Owners may not exceed the sum of \$150.00 per year, adjusted for inflation, unless an increase in assessment is approved by the affirmative vote of a majority of those Lot Owners present at a properly called meeting for that purpose at which a quorum is present. However, an increase which would more than double the prior year's dues will require an affirmative vote of a majority of all Lot Owners in the Association.

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 Association, 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 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:

SUMMER PARK, L.L.C.  
an Illinois limited liability company

By: [Signature]  
William Peifer, Its Manager

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF CHAMPAIGN            )

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 Manager of Summer Park, L.L.C., an Illinois limited liability company, and whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act as such officer, and as the free and voluntary act of such corporation 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 17 day of August, 2017.

Amy J Rohrer  
Notary Public



**EXHIBIT A**

**SOMMER PARK SUBDIVISION SECTION SEVEN**

Lots 701-746 of Sommer Place Subdivision – Section Seven, as shown on the final Plat of Sommer Place Subdivision, recorded on August 9, 2017, in Plat Book 14, on Page 6, as document Number 2017016098 in Peoria County, Illinois.

New Pin's 2018

EXHIBIT A

SOMMER PARK SUBDIVISION SECTION SEVEN

Old Pin 13-10-300-014

Lots 701-746 of Sommer Place Subdivision – Section Seven, as shown on the final Plat of Sommer Place Subdivision, recorded on August 9, 2017, in Plat Book 14, on Page 6, as document Number 2017016098 in Peoria County, Illinois.

<u>LOT #</u>	<u>PARCEL #</u>	<u>LOT #</u>	<u>PARCEL #</u>
701	13-10-326-009		
702	13-10-315-013		
703	13-10-315-012	737	13-10-314-006
704	13-10-315-011	738	13-10-314-007
705	13-10-315-010	739	13-10-314-008
706	13-10-315-009	740	13-10-314-009
707	13-10-315-008	741	13-10-314-010
708	13-10-315-007	742	13-10-314-011
709	13-10-315-006	743	13-10-333-023
710	13-10-315-005	744	13-10-333-025
711	13-10-315-004	745	13-10-333-026
712	13-10-315-003	746	13-10-333-027
713	13-10-315-002	OUTLOT E	13-10-333-024
714	13-10-315-001	OUTLOT F	13-10-326-008
715	13-10-315-014		
716	13-10-315-015		
717	13-10-315-016		
718	13-10-315-017		
719	13-10-315-018		
720	13-10-315-019		
721	13-10-315-020		
722	13-10-313-010		
723	13-10-313-009		
724	13-10-313-008		
725	13-10-313-007		
726	13-10-313-006		
727	13-10-313-005		
728	13-10-313-004		
729	13-10-313-003		
730	13-10-313-002		
731	13-10-313-001		
732	13-10-314-001		
733	13-10-314-002		
734	13-10-314-003		
735	13-10-314-004		
736	13-10-314-005		