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PEORIA COUNTY  
STATE OF ILLINOIS

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**DECLARATION OF RESTRICTIONS**

**PEORIA COUNTY**

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**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS OF SOMMER PLACE SUBDIVISION AND RESTATEMENT OF DECLARATION OF RESTRICTIONS OF SOMMER PLACE SUBDIVISION - SECTION TWO**

THIS DECLARATION OF RESTRICTIONS is made this 21<sup>st</sup> day of December, 2006, by SUMMER PARK, L.L.C., an Illinois limited liability company ("Declarant"), and KAPO, L.L.C., an Illinois limited liability company ("Developer").

**I. RECITALS**

WHEREAS, KAPO, L.L.C., an Illinois limited liability company, is the developer of certain real estate in Sommer Place Subdivision, Sommer Place Subdivision - Section Two, and Sommer Place Subdivision - Section Three in Peoria County, Illinois ("Subdivision"), which is legally described in Exhibit A attached hereto and made a part hereof;

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 were recorded as Document No. 05-26107 in the Office of the Recorder of Deeds of Peoria County;

Date: JAN 19 2007  
Peoria County Recorder  
Rental Housing Support  
Program Fund Surcharge: \$10.00

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WHEREAS, Developer reserved the right to add certain real estate to the Property described in the Declaration of Restrictions of Sommer 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;

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;

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;

WHEREAS Declarant and Developer desire to establish certain rights and easements in, over and upon Sommer Place Subdivision – Section Three 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, Declarant and Developer intend to, and do hereby declare that Sommer Place Subdivision – Section Three 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 and Sommer Place Subdivision Section Two and add Section Three to Sommer Place Subdivision, 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 for Sommer Place Subdivision and restates the Declaration of Restrictions for Sommer Place Subdivision – Section Two, previously filed as Document No. 06-34680 in the Office of the Recorder of Deeds of Peoria County, in whole herein, and provides all Restrictions for Sommer Place Subdivision – Section Three hereinafter known as the First Amendment to Declaration of Restrictions of Sommer Place Subdivision and Restatement of the Restrictions of Sommer Place Subdivision Section Two 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 Association Board shall be the 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) Building(s):** All structures, attached or unattached.

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

**(e) Developer:** Sommer Place, L.L.C., or its successor or assigns.

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

**(g) Expenses:**

(i) The proposed or actual expenses affecting the Property, including Reserves if any, lawfully assembled by the Board.

(ii) Expenses declared common expenses by this Declaration or By-Laws.

**(h) First Mortgagee:** An owner of a bona fide first mortgage of first trust deed conveying any portion of the Property.

**(i) Lot:** Any parcel of land or other tract in Sommer Place Subdivision, Sommer Place Subdivision – Section Two, or Sommer Place Subdivision – Section Three against which this Declaration is recorded, as well as any parcel of land or other tract added to this Declaration pursuant to Article II, paragraph 4, together with any and all improvements thereon.

**(j) Lot Owner:** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.

**(k) Majority or Majority of Lot Owners:** The owners of more than fifty percent (50%) of the Lots comprising the subdivision.

**(l) Occupant:** A person or persons, other than a Lot Owner, in possession of a Lot.

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(m) **Person:** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(n) **Plat:** The plat or plats of survey of the Property recorded in Peoria County.

(o) **Property:** Certain real estate herein described in Exhibit A as and such other additions thereto as may be brought within the jurisdiction of the Association or subject to the Declaration.

(p) **Record:** To record in the Office of the Recorder of Deeds of Peoria County, Illinois.

(q) **Reserves:** Those sums paid by Lot Owners which are separately maintained by the Board for purposes specified by the Board.

(r) **Subdivision:** Sommer Place Subdivision as shown on the Plat including Sections Two and Three and those sections added pursuant to Article II, paragraph 4.

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

1. DECLARATION. Declarant declares that the real estate described on Exhibits 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, the Developer and the Association.

2. PLATTING AND SUBDIVISION RESTRICTIONS.

a. The Declarant has caused the preparation of the final plat of Sommer Place Subdivision, which such plat is 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. The Declarant 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.

b. The Declarant has caused the preparation of the final plat of Sommer Place Subdivision – Section Two, which such plat is recorded in Plat Book 10 at page 69 as Document No. 06-34679 in the Office of the Recorder of Deeds of Peoria County. Declarant 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.

c. The Declarant has caused the preparation of the final plat of Sommer Place Subdivision – Section Three, which such plat is recorded in Plat Book 10 at page 122 as Document No. 06-41187 in the Office of the Recorder of Deeds of Peoria County. Declarant 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. ADDITIONAL PROPERTY. The Declarant reserves the right to add certain real estate or a part thereof, as described on Exhibit B and Exhibit C attached hereto and made a part hereof, to the Property by recording an amendment to this Declaration executed solely by the Declarant, at which time the additional Property shall become subject to this Declaration. All improvements on the additional property shall be of a character compatible with the initial improvements on the Property.

### 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. The Declaration of Restrictions for Sommer Place Subdivision – Section Two recorded as Document No. 06-34680 in the Office of the Recorder of Deeds of Peoria County are hereby restated in whole and which shall hereinafter be governed by this First Amendment to Declaration of Restrictions of Sommer Place Subdivision and Restatement of Restrictions of Sommer Place Subdivision – Section Two and as hereinafter amended pursuant to these Restrictions.

#### 2. PROPERTY USE.

a. 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.

b. As to lots 201-244, 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. – The following construction standards shall apply to the following Properties:

Lots 1 – 106:

i. Lots 1-65 of the Subdivision: 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.

ii. Lots 66-106 of the Subdivision: 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 total living area of not less than two thousand four hundred (2,400) square feet. Split-foyer and split-level style residences shall not be permitted.

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 total living area of not less than two thousand four hundred (2,400) square feet. Split-foyer and split-level style residences shall not be permitted.

Lots 301- 368:

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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 so as 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. In addition, the following exterior standards shall apply to the following Properties:

Lots 1 – 106:

At least twenty percent (20%) of the front elevation of Lots 1 through 65 shall have brick facing; and

At least forty percent (40%) of the front elevation of Lots 66 through 106 shall have brick facing.

Lots 201-244:

At least forty percent (40%) of the front elevation shall have brick facing.

Lots 301 - 368:

At least twenty percent (20%) of the front elevation shall have brick facing;

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.

d. Garages. Each Dwelling Unit constructed on a 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. 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'x22').

e. Mailboxes and Light Posts. Each residence 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 as to Lots 1-106.

f. Landscape Requirements.

i. As to Lots 1-106 and lots 301-368, the front and side yards of each

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Dwelling Unit constructed on a Lot in the Subdivision must be sodded. A tree not smaller than two and a half inches (2½") in diameter measured four feet above the ground shall be planted in the front yard. Lots fronting on the boulevard entry street shall also be required to plant one 2 inch diameter hardwood shade tree in the parkway.

ii. As to lots 201-244, The front yard and parkway of each Dwelling Unit constructed on a Lot in the Subdivision must be sodded. 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: 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. The area between the Dwelling Unit and the sodded yard shall be covered in stone or bark. Lot Owners shall be required to plan a minimum of fifteen (15) plantings in such area.

iii. As to all Property, landscaping must be complete within six (6) months of occupancy, including final grading, sodding, mulching and front planting. Landscaping that dies shall be replanted and all landscaping shall be maintained in a healthy condition.

g. Shingle Requirements and Roof Pitch. Only architectural shingles are allowed to 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. As to lots 201-244, no individual on-site sewage disposal system or water 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 Curb Cuts. All driveways leading from the street to the garage must be of blacktop, concrete, or other materials permitted 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.

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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 constituting the 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 and shall meet City design requirements.

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.

i. As to Lots 1-106 and lots 301-368, no accessory structure or outbuildings are permitted in the Subdivision.

ii. As to lots 201-244, except as otherwise described in this Declaration, no accessory structure or outbuildings are permitted in the Subdivision, including playhouses or sheds. Lot Owners are permitted to erect a maximum of one play structure on each Lot provided that said 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 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. No dirt shall be removed from the subdivision without Developer approval.

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

r. Drainage: All Lots shall be graded so as to maintain the existing drainage pattern. Lot owners shall not divert water to a neighboring Lot. Each Lot Owner shall be solely responsible for compliance with this section. Developer shall have no liability for ensuring compliance or enforcement.

s. Developer Approval. No Building, outbuilding, tower, satellite dish, or swimming pool shall be erected, placed, or altered on any Lot in the Subdivision until the building plan, specifications and site plans of said improvements have been submitted to and

approved by Developer. 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 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 commencement of any construction on a Lot. One 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 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.

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 Dwelling Unit 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 Dwelling Unit 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. All pets must be leashed or kept in an improved enclosure. Each Lot

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shall be limited to no more than two dogs and two cats unless otherwise approved by Developer. In addition,

- i. As to Lots 1-106 and Lots 301-368, any pet runs or enclosures must be approved in writing by the Developer; and
- ii. As to Lots 201-244, no pet runs or invisible fences shall be permitted in the Subdivision.

9. **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, weeds or grasses, the 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, the Developer may undertake such reasonable acts as may be necessary to improve the condition of the Lot. Any charges sustained by the Developer may be charged to the Lot Owner, and, at the option of the Developer, 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. 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.

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** Developer hereby reserves easements for public utility installation and maintenance as shown on the recorded 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. Fences installed on easements shall be at Lot Owner's risk. If the fence 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 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, 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 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. All residences shall be complete prior to occupancy.

14. OUTDOOR LIGHTING. All Lot Owners, upon completion of construction of the Dwelling Unit, 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 as to Lots 1-106.

15. FENCING.

i. As to Lots 1-106 and lots 301-368, the only acceptable fencing is as follows: a black vinyl coated chain link fence no higher than four feet (4'), a vinyl privacy fence no higher than six feet (6') or a wood privacy fence no higher than six feet (6'). All fencing must meet Developer's approved fencing specifications.

ii. Developer has approved the following fencing types for Lots 201-244 black ornamental fencing. Fencing shall not exceed a maximum height of four feet (4') except fences surrounding in-ground swimming pools which shall be the height required by the City of Peoria City Ordinance ("City Code"). No dog runs of any kind shall be permitted in Lots 201-244. Invisible fencing is allowed. All fencing must meet these approved fencing specifications.

iii. Developer reserves the right to install a perimeter fence to the Subdivision.

16. AMENDMENT OF RESTRICTIONS/PLATS. Until the Declarant divests himself of all interest in all Lots of the Subdivision, the Declarant shall retain the right to amend, modify or annul any of the restrictions detailed herein or on the Plat by a written instrument signed solely by Declarant to be recorded in the Office of the Recorder of Deeds, Peoria County, Illinois. Upon sale of all of Declarant's interest, these restrictions may be amended by the affirmative vote of two-thirds of the total Lot Owners in the Subdivision, with the collective owners of each Lot to have one vote in regards to any such 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.

17. ENFORCEMENT OF RESTRICTIONS. Any Lot Owner in the Subdivision shall be entitled to prosecute, in any proceeding in law or equity, any Lot 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, Declarant, 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, Declarant, Lot Owner or 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 expressed 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, as shown on the Plat of Sommer Place Subdivision, is designated as a detention pond on the Plat, and Outlot B, as shown on the Plat of Sommer Place Subdivision - Section Three, is designated as a berm. Such Lots 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 (as shown on the Plat of Sommer Place Subdivision) and Outlot B (as shown on the Plat of Sommer Place Subdivision - Phase III) 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 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.

23. GARBAGE SERVICE. Garbage shall be placed on the curb for pickup only on the morning of pickup.

24. ASSIGNMENT OF RIGHTS BY DEVELOPER. Both the Declarant and 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. Declarant and Developer may each, from time to time, appoint a designated agent to act for the Declarant or Developer, and shall, upon request, furnish satisfactory evidence concerning the appointment and authority respectively of said representative. Upon the formation of the Association and the recording of written authorization from the Declarant and Developer, all rights, duties, and obligations of the Declarant and 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, the Developer and Declarant, 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.

25. Patios and Privacy Screens. Lot Owners of said Lots may erect privacy screens on their respective Lots provided that said screens do not exceed 6 feet in height or eight feet in width. A patio is permitted on each Lot, located to the rear of the Dwelling Unit. Each patio should be limited to a maximum depth of sixteen feet (16') and a maximum width of eighteen feet (18').

26. 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 approval shall be required for satellite dishes not exceeding a 39.37 inch 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 their Lot. The coverings of interior surfaces of windows, whether drapes, shades or other items visible on the exterior of the building shall be of a solid light 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 (which shall include all present and future phases), plus written approval by the Developer and Declarant 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 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 as shown on the Plat of Sommer Place Subdivision and the detention pond thereupon and Outlot B as shown on the Plat of Sommer Place Subdivision Phase III 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 Declarant or 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 choose to erect around the perimeter of the Subdivision and mow and maintain the property extending outward from the Subdivision to the 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 property 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, being a detention pond as shown on the Plat of

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Sommer Place Subdivision, and Outlot B being a separate and distinct berm, as shown on the Plat of Sommer Place Subdivision – Phase III, from the Declarant. The Declarant 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 and Declarant, the Association shall have all rights otherwise reserved to the Developer and to the Declarant.

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 Declarant 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 Declarant may conduct the initial meeting until such time as the first election of trustees. If the Declarant 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 (as shown on the Plat of Sommer Place Subdivision) and Outlot B (as shown on the Plat of Sommer Place Subdivision – Phase III) 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, the Association shall select a temporary board and a nominating committee to present a slate of board members to be presented at an election of the board to be held within sixty days of the initial meeting. Each Lot Owner shall be entitled to cast one vote for each Lot owned for the election of the members of the Association. The Board shall consist of not less than three (3) members but not more than nine (9) members. Those 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, including, but not limited to, the entryway sign and detention ponds, 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, at least 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 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 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 (as shown on the Plat of Sommer Place Subdivision) and Outlot B (as shown on the Plat of Sommer Place Subdivision Phase III). 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 the amount of the annual assessment is approved by at least three-fourths (3/4) of the Lot Owners in the Subdivision.

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 recover reasonable attorney's fees and court costs incurred in recovery of amounts due.

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

DECLARANT:

DEVELOPER:

SUMMER PARK, LLC

KAPO, L.L.C.

By: William Peifer  
Its: Manager

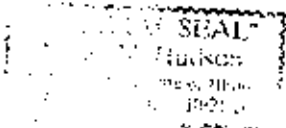
By: William Peifer  
Its: Manager

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF PEORIA         )

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, LLC and the manager of KAPO, L.L.C., and whose name is subscribed to the foregoing instrument as such manager and member, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act as such manager and member, and as the free and voluntary act of such companies 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 18<sup>th</sup> day of January, 2007.

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William M. Hudson  
Notary Public



**EXHIBIT A**

Lots 1-106 of Sommer Place Subdivision, as shown the Final Plat of Sommer Place Subdivision, recorded August 10, 2005 as Document 05-26106 in Plat Book 9, Page 115-116 in Peoria County, Illinois.

<b>TAX ID NUMBER</b>	<b>LOT NO.</b>
13-10-302-024	1
13-10-302-016	2
13-10-302-008	3
13-10-302-007	4
13-10-302-015	5
13-10-302-023	6
13-10-302-022	7
13-10-302-014	8
13-10-302-006	9
13-10-302-005	10
13-10-302-013	11
13-10-302-021	12
13-10-302-020	13
13-10-302-012	14
13-10-302-004	15
13-10-302-003	16
13-10-302-011	17
13-10-302-019	18
13-10-302-018	19
13-10-302-010	20
13-10-302-002	21
13-10-302-001	22
13-10-302-009	23
13-10-302-017	24
13-10-307-001	25
13-10-307-002	26
13-10-307-003	27
13-10-307-004	28
13-10-307-005	29
13-10-307-006	30
13-10-307-007	31
13-10-307-008	32
13-10-307-009	33
13-10-307-010	34
13-10-307-011	35
13-10-307-012	36
13-10-307-013	37
13-10-306-020	38
13-10-306-019	39
13-10-306-018	40
13-10-306-017	41

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13-10-306-016	42
13-10-306-015	43
13-10-306-014	44
13-10-306-013	45
13-10-306-012	46
13-10-306-011	47
13-10-306-010	48
13-10-306-001	49
13-10-306-002	50
13-10-306-003	51
13-10-306-004	52
13-10-306-005	53
13-10-306-006	54
13-10-306-007	55
13-10-306-008	56
13-10-306-009	57
13-10-305-008	58
13-10-305-007	59
13-10-305-006	60
13-10-305-005	61
13-10-305-004	62
13-10-305-003	63
13-10-305-002	64
13-10-305-001	65
13-10-304-005	66
13-10-304-004	67
13-10-304-003	68
13-10-304-002	69
13-10-304-001	70
13-10-304-006	71
13-10-304-007	72
13-10-304-008	73
13-10-304-009	74
13-10-304-010	75
13-10-304-011	76
13-10-304-012	77
13-10-304-013	78
13-10-304-014	79
13-10-304-015	80
13-10-304-016	81
13-10-303-017	82
13-10-303-016	83
13-10-303-015	84
13-10-303-014	85
13-10-303-013	86
13-10-303-012	87
13-10-303-011	88
13-10-303-010	89

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13-10-303-009	90
13-10-303-008	91
13-10-303-007	92
13-10-303-006	93
13-10-303-005	94
13-10-303-004	95
13-10-303-003	96
13-10-303-002	97
13-10-303-001	98
13-10-301-001	99
13-10-301-002	100
13-10-301-003	101
13-10-301-004	102
13-10-301-005	103
13-10-301-006	104
13-10-301-007	105
13-10-301-008	106
13-10-304-017	Outlet A

Lots 201-244 of Sommer Place Subdivision – Section Two as shown on the Final Plat of Sommer Place Subdivision Section Two, recorded October 23, 2006 as Document 06-34679 in Plat Book 10, Page 69 in Peoria County, Illinois.

TAX ID NUMBER	LOT NO.
13-10-303-018	201
13-10-303-019	202
13-10-303-020	203
13-10-303-021	204
13-10-303-022	205
13-10-303-023	206
13-10-303-024	207
13-10-303-025	208
13-10-303-026	209
13-10-352-001	210
13-10-351-013	211
13-10-351-012	212
13-10-351-011	213
13-10-351-010	214
13-10-351-009	215
17-10-351-008	216
13-10-351-007	217
13-10-351-006	218
13-10-351-005	219
13-10-351-004	220
13-10-351-003	221
13-10-351-002	222
13-10-351-001	223
13-10-311-001	224

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13-10-311-002	225
13-10-311-003	226
13-10-311-004	227
13-10-311-005	228
13-10-311-006	229
13-10-311-007	230
13-10-311-008	231
13-10-311-009	232
13-10-311-010	233
13-10-312-001	234
13-10-312-002	235
13-10-301-018	236
13-10-301-017	237
13-10-301-016	238
13-10-301-015	239
13-10-301-014	240
13-10-301-013	241
13-10-301-012	242
13-10-301-011	243
13-10-301-010	244

Lots 301-368 of Sommer Place Subdivision – Section Three as shown on the Final Plat of Sommer Place Subdivision Section Three, recorded December 21, 2006 as Document 06-41187 in Plat Book 10, Page 122 in Peoria County, Illinois.

TAX ID NUMBER	LOT NO.
13-10-331-010	301
13-10-331-009	302
13-10-331-008	303
13-10-331-007	304
13-10-331-006	305
13-10-331-005	306
13-10-331-004	307
13-10-331-003	308
13-10-331-002	309
13-10-331-001	310
13-10-327-013	311
13-10-327-012	312
13-10-327-011	313
13-10-327-010	314
13-10-327-009	315
13-10-327-008	316
13-10-327-007	317
13-10-327-006	318
13-10-327-005	319
13-10-327-004	320
13-10-327-003	321
13-10-327-002	322

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13-10-327-001	323
13-10-326-001	324
13-10-326-002	325
13-10-326-003	326
13-10-326-004	327
13-10-326-005	328
13-10-326-006	329
13-10-326-007	330
13-10-328-005	331
13-10-328-004	332
13-10-328-003	333
13-10-328-002	334
13-10-328-001	335
13-10-328-006	336
13-10-328-007	337
13-10-328-008	338
13-10-328-009	339
13-10-328-010	340
13-10-329-008	341
13-10-329-007	342
13-10-329-006	343
13-10-329-005	344
13-10-329-004	345
13-10-329-001	346
13-10-329-002	347
13-10-329-003	348
13-10-329-009	349
13-10-329-010	350
13-10-329-011	351
13-10-329-012	352
13-10-329-013	353
13-10-329-014	354
13-10-330-007	355
13-10-330-006	356
13-10-330-005	357
13-10-330-004	358
13-10-330-003	359
13-10-330-002	360
13-10-330-001	361
13-10-330-008	362
13-10-330-009	363
13-10-330-010	364
13-10-330-011	365
13-10-330-012	366
13-10-330-013	367
13-10-330-014	368
13-10-331-011	OUTLOT B

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**EXHIBIT B**

Lot 2 as shown on the Final Plat of Sommer Place Subdivision, as shown on the Final Plat of Sommer Place Subdivision recorded December 20, 2004 as Document No. 04-45081 in Plat Book 9, Page 65 in Peoria County, Illinois.

Excepting therefrom:

Lots 1-106 of Sommer Place Subdivision, as shown the Final Plat of Sommer Place Subdivision, recorded August 10, 2005 as Document 05-26106 in Plat Book 9, Page 115-116 in Peoria County, Illinois.

TAX ID NUMBER	LOT NO.
13-10-302-024	1
13-10-302-016	2
13-10-302-008	3
13-10-302-007	4
13-10-302-015	5
13-10-302-023	6
13-10-302-022	7
13-10-302-014	8
13-10-302-006	9
13-10-302-005	10
13-10-302-013	11
13-10-302-021	12
13-10-302-020	13
13-10-302-012	14
13-10-302-004	15
13-10-302-003	16
13-10-302-011	17
13-10-302-019	18
13-10-302-018	19
13-10-302-010	20
13-10-302-002	21
13-10-302-001	22
13-10-302-009	23
13-10-302-017	24
13-10-307-001	25
13-10-307-002	26
13-10-307-003	27
13-10-307-004	28
13-10-307005	29
13-10-307-006	30
13-10-307-007	31
13-10-307-008	32
13-10-307-009	33
13-10-307-010	34
13-10-307-011	35

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13-10-307-012	36
13-10-307-013	37
13-10-306-020	38
13-10-306-019	39
13-10-306-018	40
13-10-306-017	41
13-10-306-016	42
13-10-306-015	43
13-10-306-014	44
13-10-306-013	45
13-10-306-012	46
13-10-306-011	47
13-10-306-010	48
13-10-306-001	49
13-10-306-002	50
13-10-306-003	51
13-10-306-004	52
13-10-306-005	53
13-10-306-006	54
13-10-306-007	55
13-10-306-008	56
13-10-306-009	57
13-10-305-008	58
13-10-305-007	59
13-10-305-006	60
13-10-305-005	61
13-10-305-004	62
13-10-305-003	63
13-10-305-002	64
13-10-305-001	65
13-10-304-005	66
13-10-304-004	67
13-10-304-003	68
13-10-304-002	69
13-10-304-001	70
13-10-304-006	71
13-10-304-007	72
13-10-304-008	73
13-10-304-009	74
13-10-304-010	75
13-10-304-011	76
13-10-304-012	77
13-10-304-013	78
13-10-304-014	79
13-10-304-015	80
13-10-304-016	81
13-10-303-017	82
13-10-303-016	83

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13-10-303-015	84
13-10-303-014	85
13-10-303-013	86
13-10-303-012	87
13-10-303-011	88
13-10-303-010	89
13-10-303-009	90
13-10-303-008	91
13-10-303-007	92
13-10-303-006	93
13-10-303-005	94
13-10-303-004	95
13-10-303-003	96
13-10-303-002	97
13-10-303-001	98
13-10-301-001	99
13-10-301-002	100
13-10-301-003	101
13-10-301-004	102
13-10-301-005	103
13-10-301-006	104
13-10-301-007	105
13-10-301-008	106
13-10-304-017	Outlot A

PIN No: 13-10-300-001

Lots 201-244 of Sommer Place Subdivision, Section Two, as shown on the Final Plat of Sommer Place Subdivision, Section Two recorded October 23, 2006 as Document No. 34679 in Plat Book 10, Page 69 in Peoria County, Illinois; and Lots 1-106 of Sommer Place Subdivision, Section One as shown the Final Plat of Sommer Place Subdivision, Section One recorded August 10, 2005 as Document No. 05-26106 in Plat Book 9, Page 115-116 in Peoria County, Illinois.

TAX ID NUMBER	LOT NO.
13-10-303-018	201
13-10-303-019	202
13-10-303-020	203
13-10-303-021	204
13-10-303-022	205
13-10-303-023	206
13-10-303-024	207
13-10-303-025	208
13-10-303-026	209
13-10-352-001	210
13-10-351-013	211
13-10-351-012	212
13-10-351-011	213
13-10-351-010	214

13-10-351-009	215
13-10-351-008	216
13-10-351-007	217
13-10-351-006	218
13-10-351-005	219
13-10-351-004	220
13-10-351-003	221
13-10-351-002	222
13-10-351-001	223
13-10-311-001	224
13-10-311-002	225
13-10-311-003	226
13-10-311-004	227
13-10-311-005	228
13-10-311-006	229
13-10-311-007	230
13-10-311-008	231
13-10-311-009	232
13-10-311-010	233
13-10-312-001	234
13-10-312-002	235
13-10-301-018	236
13-10-301-017	237
13-10-301-016	238
13-10-301-015	239
13-10-301-014	240
13-10-301-013	241
13-10-301-012	242
13-10-301-011	243
13-10-301-010	244

Lots 301-368 of Sommer Place Subdivision – Section Three as shown on the Final Plat of Sommer Place Subdivision Section Three, recorded December 21, 2006 as Document 06-41187 in Plat Book 10, Page 122 in Peoria County, Illinois.

TAX ID NUMBER	LOT NO.
13-10-331-010	301
13-10-331-009	302
13-10-331-008	303
13-10-331-007	304
13-10-331-006	305
13-10-331-005	306
13-10-331-004	307
13-10-331-003	308
13-10-331-002	309
13-10-331-001	310
13-10-327-013	311
13-10-327-012	312

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13-10-327-011	313
13-10-327-010	314
13-10-327-009	315
13-10-327-008	316
13-10-327-007	317
13-10-327-006	318
13-10-327-005	319
13-10-327-004	320
13-10-327-003	321
13-10-327-002	322
13-10-327-001	323
13-10-326-001	324
13-10-326-002	325
13-10-326-003	326
13-10-326-004	327
13-10-326-005	328
13-10-326-006	329
13-10-326-007	330
13-10-328-005	331
13-10-328-004	332
13-10-328-003	333
13-10-328-002	334
13-10-328-001	335
13-10-328-006	336
13-10-328-007	337
13-10-328-008	338
13-10-328-009	339
13-10-328-010	340
13-10-329-008	341
13-10-329-007	342
13-10-329-006	343
13-10-329-005	344
13-10-329-004	345
13-10-329-001	346
13-10-329-002	347
13-10-329-003	348
13-10-329-009	349
13-10-329-010	350
13-10-329-011	351
13-10-329-012	352
13-10-329-013	353
13-10-329-014	354
13-10-330-007	355
13-10-330-006	356
13-10-330-005	357
13-10-330-004	358
13-10-330-003	359
13-10-330-002	360

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13-10-330-001	361
13-10-330-008	362
13-10-330-009	363
13-10-330-010	364
13-10-330-011	365
13-10-330-012	366
13-10-330-013	367
13-10-330-014	368
13-10-331-011	OUTLOT B

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**EXHIBIT C**

The North Half of the Southwest Quarter of Section 10, Township 9 North, Range 7 East of the Fourth Principal Meridian, situation in Peoria County, Illinois.

PTN No. 13-10-300-002

Excepting those portions of the following properties that may lie therein:

Lots 1-106 of Sommer Place Subdivision, as shown the Final Plat of Sommer Place Subdivision, recorded August 10, 2005 as Document 05-26106 in Plat Book 9, Page 115-116 in Peoria County, Illinois.

TAX ID NUMBER	LOT NO.
13-10-302-024	1
13-10-302-016	2
13-10-302-008	3
13-10-302-007	4
13-10-302-015	5
13-10-302-023	6
13-10-302-022	7
13-10-302-014	8
13-10-302-006	9
13-10-302-005	10
13-10-302-013	11
13-10-302-021	12
13-10-302-020	13
13-10-302-012	14
13-10-302-004	15
13-10-302-003	16
13-10-302-011	17
13-10-302-019	18
13-10-302-018	19
13-10-302-010	20
13-10-302-002	21
13-10-302-001	22
13-10-302-009	23
13-10-302-017	24
13-10-307-001	25
13-10-307-002	26
13-10-307-003	27
13-10-307-004	28
13-10-307005	29
13-10-307-006	30
13-10-307-007	31
13-10-307-008	32
13-10-307-009	33
13-10-307 010	34

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13-10-307-011	35
13-10-307-012	36
13-10-307-013	37
13-10-306-020	38
13-10-306-019	39
13-10-306-018	40
13-10-306-017	41
13-10-306-016	42
13-10-306-015	43
13-10-306-014	44
13-10-306-013	45
13-10-306-012	46
13-10-306-011	47
13-10-306-010	48
13-10-306-001	49
13-10-306-002	50
13-10-306-003	51
13-10-306-004	52
13-10-306-005	53
13-10-306-006	54
13-10-306-007	55
13-10-306-008	56
13-10-306-009	57
13-10-305-008	58
13-10-305-007	59
13-10-305-006	60
13-10-305-005	61
13-10-305-004	62
13-10-305-003	63
13-10-305-002	64
13-10-305-001	65
13-10-304-005	66
13-10-304-004	67
13-10-304-003	68
13-10-304-002	69
13-10-304-001	70
13-10-304-006	71
13-10-304-007	72
13-10-304-008	73
13-10-304-009	74
13-10-304-010	75
13-10-304-011	76
13-10-304-012	77
13-10-304-013	78
13-10-304-014	79
13-10-304-015	80
13-10-304-016	81
13-10-303-017	82

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13-10-303-016	83
13-10-303-015	84
13-10-303-014	85
13-10-303-013	86
13-10-303-012	87
13-10-303-011	88
13-10-303-010	89
13-10-303-009	90
13-10-303-008	91
13-10-303-007	92
13-10-303-006	93
13-10-303-005	94
13-10-303-004	95
13-10-303-003	96
13-10-303-002	97
13-10-303-001	98
13-10-301-001	99
13-10-301-002	100
13-10-301-003	101
13-10-301-004	102
13-10-301-005	103
13-10-301-006	104
13-10-301-007	105
13-10-301-008	106
13-10-304-017	Outlet A

Lots 201-244 of Sommer Place Subdivision, Section Two, as shown on the Final Plat of Sommer Place Subdivision, Section Two recorded October 23, 2006 as Document No. 34679 in Plat Book 10, Page 69 in Peoria County, Illinois; and Lots 1-106 of Sommer Place Subdivision, Section One as shown the Final Plat of Sommer Place Subdivision, Section One recorded August 10, 2005 as Document No. 05-26106 in Plat Book 9, Page 115-116 in Peoria County, Illinois.

TAX ID NUMBER	LOT NO.
13-10-303-018	201
13-10-303-019	202
13-10-303-020	203
13-10-303-021	204
13-10-303-022	205
13-10-303-023	206
13-10-303-024	207
13-10-303-025	208
13-10-303-026	209
13-10-352-001	210
13-10-351-013	211
13-10-351-012	212
13-10-351-011	213
13-10-351-010	214
13-10-351-009	215

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13-10-351-008	216
13-10-351-007	217
13-10-351-006	218
13-10-351-005	219
13-10-351-004	220
13-10-351-003	221
13-10-351-002	222
13-10-351-001	223
13-10-311-001	224
13-10-311-002	225
13-10-311-003	226
13-10-311-004	227
13-10-311-005	228
13-10-311-006	229
13-10-311-007	230
13-10-311-008	231
13-10-311-009	232
13-10-311-010	233
13-10-312-001	234
13-10-312-002	235
13-10-301-018	236
13-10-301-017	237
13-10-301-016	238
13-10-301-015	239
13-10-301-014	240
13-10-301-013	241
13-10-301-012	242
13-10-301-011	243
13-10-301-010	244

Lots 301-368 of Sommer Place Subdivision – Section Three as shown on the Final Plat of Sommer Place Subdivision Section Three, recorded December 21, 2006 as Document 06-41187 in Plat Book 10, Page 122 in Peoria County, Illinois.

TAX ID NUMBER	LOT NO.
13-10-331-010	301
13-10-331-009	302
13-10-331-008	303
13-10-331-007	304
13-10-331-006	305
13-10-331-005	306
13-10-331-004	307
13-10-331-003	308
13-10-331-002	309
13-10-331-001	310
13-10-327-013	311
13-10-327-012	312
13-10-327-011	313

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13-10-327-010	314
13-10-327-009	315
13-10-327-008	316
13-10-327-007	317
13-10-327-006	318
13-10-327-005	319
13-10-327-004	320
13-10-327-003	321
13-10-327-002	322
13-10-327-001	323
13-10-326-001	324
13-10-326-002	325
13-10-326-003	326
13-10-326-004	327
13-10-326-005	328
13-10-326-006	329
13-10-326-007	330
13-10-328-005	331
13-10-328-004	332
13-10-328-003	333
13-10-328-002	334
13-10-328-001	335
13-10-328-006	336
13-10-328-007	337
13-10-328-008	338
13-10-328-009	339
13-10-328-010	340
13-10-329-008	341
13-10-329-007	342
13-10-329-006	343
13-10-329-005	344
13-10-329-004	345
13-10-329-001	346
13-10-329-002	347
13-10-329-003	348
13-10-329-009	349
13-10-329-010	350
13-10-329-011	351
13-10-329-012	352
13-10-329-013	353
13-10-329-014	354
13-10-330-007	355
13-10-330-006	356
13-10-330-005	357
13-10-330-004	358
13-10-330-003	359
13-10-330-002	360
13-10-330-001	361

13-10-330-008	362
13-10-330-009	363
13-10-330-010	364
13-10-330-011	365
13-10-330-012	366
13-10-330-013	367
13-10-330-014	368
13-10-331-011	OUTLOT B

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**EXHIBIT D**

Lot 1 as shown on the Final Plat of Sommer Place Subdivision, as shown on the Final Plat of Sommer Place Subdivision recorded December 20, 2004 as Document No. 04-45081 in Plat Book 9, Page 65 in Peoria County, Illinois.

Tax ID No: 13-10-300-004

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