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Peoria County Recorder  
Rental Housing Support  
Program Fund Surcharge: \$10.00



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Peoria County Recorder of Deeds, ILLINOIS  
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Recorder of Deeds

After recording mail to:

Thorn Keene  
President – Chapel Park HOA  
10709 N. Dana Drive  
Peoria, IL 61615

## Declaration of Covenants and Restrictions for Chapel Park Homeowners' Association

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Chapel Park situated in the County of Peoria, in the State of Illinois, as per Plat field for record in the Office of the Recorder of Deeds of Peoria County, Illinois, in Plat Book 6 at Page 37 as document 96-35006 on November 21, 1996, hereby subjects each lot or part thereof in Chapel Park to the following covenants, easements, reservations, stipulations, conditions, and restrictions:

### RECITAL

All persons and parties in interest who now hold or shall hereafter acquire any interest in any lot or part thereof in Chapel Park, and their successors and assigns, shall be taken to agree and covenant with the other owners and parties in interest thereof, and with their successors and assigns, to conform to and observe the Covenants and Restrictions set forth herein.

### Section I

#### Property Use Requirements

##### A) Residential Use

All lots in Chapel Park shall be used for single-family purposes only. There shall only be one (1) private, single-family residence per lot. No other type of dwelling shall be permitted. No dwelling shall be occupied by any religious or secular group other than by a single family that is related by blood, marriage, civil union, adoption, or such other relationship that is acceptable to the Trustees and members of the Association.

**B) Approval of Renovations, Add-ons, Modifications to Existing Structures**

No building, tower, unattached satellite dish, or swimming pool shall be installed on any lot of the Subdivision until the building plans of the said improvements and the Chapel Park Project Approval Form have been reviewed and approved by the Trustees. No outbuildings of any kind will be allowed within the confines of Chapel Park Subdivision. No building, structure, improvement, fixture or appurtenance shall exceed three (3) stories in height, as measured from the surface of the ground level within twenty (20) feet of the front door of the residence. The approval process shall evaluate the proposed improvements as to conformity and harmony of existing external design with existing structures in the Subdivision. A minimum of two (2) copies of all building plans, specifications, site plans and landscaping 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 association. The association may require samples of all exterior materials be submitted for examination prior to approval. If the Trustees fail to give written approval or disapproval to the plans within forty-five (45) calendar days from when they acknowledge the receipt of the plans, the project shall be deemed approved. Any changes to the approved plans that arise during the course of the project must be submitted and approved prior to continuation of the project. Failure to comply may result in legal action against the property owner by the Association to return the property to the original state or complete the project as per the approved plans.

If a residence needs to be constructed due to demolition, fire, natural disaster, etc., the following requirements shall be met:

- (1) Set Back Lines – the exterior walls of any building, garage, enclosed porch or swimming pool shall not be erected or maintained closer to the front lot line than the setback lines shown on the plat of the Subdivision.
- (2) Footage – As to residences of one (1) level, the first floor living area shall have a total living area excluding garage and basement of not less than 1,750 square feet. Residences of more than one (1) level shall have a total living area of not less than 1,100 square feet on the main level and not less than 2,200 square feet total.
- (3) 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 the existing homes in the Subdivision.

No excessively bright colors or light shading shall be permitted on the exterior of any buildings in the Subdivision. At least thirty (30) percent of the total front vertical walls, excluding garage doors, shall be brick or stone.

(4) Garages – Each residence shall contain an attached, enclosed garage adequate to store at a minimum two (2) standard-size passenger vehicles or as a maximum three (3) standard-size passenger vehicles. Any such garage shall be in conformity with the attached residence as to the exterior, architecture, and location.

(5) Sidewalks- Sidewalks must be installed and maintained by the property owner. All sidewalks shall conform to other sidewalks in the Subdivision.

#### **C) Swimming Pools**

Only in-ground pools shall be permitted. All swimming pools must be enclosed by approved fencing as defined in this document; (see Section I -C Enclosures and Fences) and shall, in all respects, comply with applicable ordinances and building codes. All devices used in connection with swimming pool, including the filter and circulating pump, must be located inside the required fence and concealed from view. Above ground pools shall not be permitted, except for hot tubs, spas, and the like which could be approved on a case-by-case basis by the Board of Trustees.

#### **D) Tree Removal**

No healthy tree in excess of six (6) inches in diameter, measured three (3) feet above the base shall be removed without the consent of the Trustees. Any tree planted as landscaping is exempt from the approval process.

#### **E) Enclosures and Fences**

No enclosure or fence shall be constructed, erected, or installed on any lot, without the prior written permission of the Trustees. Submission of the request shall follow Section I - B. No fences other than wrought iron, black aluminum, or white vinyl shall be considered. White vinyl-like fences may not be used as a perimeter fence for the property. Fences shall be at least twenty-five (25) feet behind a plane defined by the front door of the house unless a waiver from this stipulation is granted as part of the approval process defined in Section I - B.

**F) Animals and Animal Pens or Kennels**

No animal pens, kennels, or dog houses shall be constructed, erected, or maintained without the prior written approval of the Trustees. No animals other than domesticated house pets shall be allowed with Chapel Park subdivision; however, this provision should not be deemed to permit the keeping of pigeons, domestic fowl, or farm animals.

**G) Driveway Requirements**

All driveways must have a surface composed of concrete or pavers and be kept in good condition. Where any curb is removed or damaged for the purpose of making a driveway, the curb and gutter must be removed as far away from the driveway as the nearest contraction or expansion joint, and then replaces so as to ensure a smoothly joining surface. The owner of the lot and his successors and assigns, shall be liable for any damages to the street, curb and other subdivision improvements, to the extent that such damage is caused by the lot owner, by an agent of the lot owner, by a person with whom the lot owner has entered into a contractual relationship or by an agent of subcontractor thereof. The Association shall have a lien against the owner's lot for the amount of any such damages that are not paid by the owner within thirty (30) days of written notice requesting payment of such damages. Such lien may be perfected by recording a Notice of Lien in the Office of the Recorder of Deeds of Peoria County, Illinois. Such lien may be foreclosed as in mortgage foreclosure actions.

**H) Mailboxes**

Mail boxes shall be consistent with the character of other mail boxes in the neighborhood. They shall be of neutral color and be kept in good condition.

**I) Lamp Post Requirements**

Each owner shall install and maintain a working lamp post approximately five feet from the right of way and the property line. If a property owner wishes to change their lamp post, they shall follow the approval process in Section I - B. The lamp post must have a dusk to dawn photo sensor.

**J) Clotheslines**

No clotheslines, posts, or other permanent fixtures for hanging clothes or other undefined use shall be constructed, erected, installed, or maintained.

**K) Signs and Billboards**

Signs or billboards shall be allowed in the following circumstances: (for sale or for sale by owner; local, state, or federal elections including referendums; charity or awareness campaigns; support of school activities or events). Signs shall be reasonable in size (approximately three (3) foot by five (5) foot or smaller) and be in good condition while displayed. Signs shall be removed within five (5) days after the end of their purpose or event. A contractor also may display a reasonable size sign while performing work on the property of a homeowner. Any homeowner who finds a sign objectionable may petition the Trustees to review the content, size, or condition of sign and seek removal of the sign if they deem necessary.

**L) Temporary Living Quarters**

No buildings, mobile homes, house trailers, or the like, shall be moved to Chapel Park. No garage or temporary residence of any kind shall be used as living quarters or permitted on any lot.

**M) Beginning / Completion of Construction**

If the construction requires a building permit from the City of Peoria, the construction must be completed in the manner and timeframe established by the building permit. Failure to do so will result in the Association issuing a complaint to the code enforcement agency. If the Construction does not require a building permit, the owner must complete the Chapel Park Project Approval Form referenced in Section I - B. Failure to adhere to the submitted plans and agreed upon timeframe may result in legal action by the Association to compel the property owner to complete the construction as agreed upon in the approval form.

**N) Unsightly Materials and Goods**

No refuse, garbage, ashes, waste, debris or such shall be kept or allowed to remain in Chapel Park except temporarily in suitable containers. Garbage and recycling containers shall be of suitable materials and kept concealed from view except for the purpose of collection.

**O) Lot Maintenance**

Property owners shall use due diligence in maintaining their property in excellent condition including a lawn and landscaping that is nicely manicured. If the Trustees receive a complaint regarding the condition of property, they will meet in a timely manner to discuss a course of action and, if necessary, shall notify the owner in writing via certified mail of the nature of the complaint. Once the property owner has been contacted, they will have

ten (10) days to respond to the complaint with a proposed course of action to address the complaint including a firm timeline. If no response is given or the Trustees deem the course of action is inadequate, the Trustees will contact the appropriate city code enforcement agency. The Association may undertake any 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 lien may be enforced against the owner's property as permitted by law. Attorney's fees and court costs shall be recoverable for enforcement of such lien.

**P) Storage of Vehicles**

Personal passenger cars, vans, pick-up trucks, etc. may be parked in the driveway so long as they are operational, registered, and licensed. No recreational vehicles, trailers, commercial vans, mobile homes, boats, property maintenance equipment, or other objects of substantial size, whether operative or inoperative, may be parked or stored on a regular basis within the confines of the subdivision unless same is enclosed or concealed from view within a garage on the owner's property. This provision, to the extent permitted by law, shall also apply to those parts of the subdivision dedicated as public roadways.

**Q) Easements**

Easements for public utility installation and maintenance are reserved as shown on the recorded plat.

## **Section II**

### **Organization of Chapel Park Homeowners' Association**

**A) Organization**

All Properties within the Chapel Park subdivision as described in Office of the Recorder of Deeds of Peoria County, Illinois, in Plat Book 6 at Page 37 as document 96-35006 on November 21, 1996. are subject to the jurisdiction of the Chapel Park Home Owners' Association's Covenants as defined by the attached plat of properties consisting of lots 1 through 45 (lots 09-29-304-001 to 09-29-304-022 and lots 09-29-305-001 to 09-29-305-023).

**B) Voting**

For the purpose of voting at any meeting of the Chapel Park Homeowners' Association, each property shall entitle the owner(s) to two (2) votes and the decision of the Association shall be by majority vote of the ballots cast except regarding any amendments of covenants and restrictions of the Association. Any owner(s) may designate in writing any other person as a proxy to vote at any meeting of the Association. Any dues or assessments must be current to be eligible to vote or hold a Trustee position.

**C) Trustees**

The Chapel Park Homeowners' Association shall be managed by five (5) Trustees, each whom shall be a property owner in the Subdivision and shall serve for a term of one (1) year or until his or her successor is duly elected. Once elected, the Trustees shall meet within thirty (30) days to elect a president, secretary, and a treasurer. The secretary shall keep complete records of all actions and proceeding of the Trustees and the Trustees are hereby authorized to act for and on behalf of the Chapel Park Homeowners' Association, and as may be directed by members thereof.

**D) Meetings**

The Trustees may call meetings of the Chapel Park Homeowners' Association by giving ten (10) days written notice to Association members. Such notice to a member can be fulfilled by being personally served, U.S. Mail, email if consent is provided and/or via signs at each of the two entrances to the subdivision from Wilhelm Road. Meetings of the Association shall be held at such times as may be designated by the Trustees with at least one meeting held per fiscal year.

**E) Powers and Duties**

The Chapel Park Homeowners' Association shall have the following powers and duties, provided, however, that nothing hereinafter contained shall be deemed to prevent any owner from enforcing any restriction or covenants in his own name:

- 1) **Election of Trustee:** To elect Trustees and delegate power and duties thereto and to undertake all powers and rights as defined in the written declaration which organized the Chapel Park Homeowners' Association.

- 2) **General Fund**: To provide for a general fund to enable the Association to perform its duties and to maintain the Subdivision.
- 3) **Enforcement**: To enforce in the name of the Association any and all covenants, easements, stipulation, conditions, and restrictions which have been imposed upon lots in the Subdivision.
- 4) **Common Area Maintenance**: To care for, spray, trim, and to protect and to plant trees and shrubs on streets and other public places; and to sow grass and otherwise maintain any common areas.
- 5) **Lighting**: To provide for such lights and replacements, repairs, or improvement thereof as the Association may deem advisable or streets, public places, gateways and semi-public places, not otherwise provided for.

#### **F) General Fund**

An annual proposed budget and dues assessment rate shall be put forth by the Trustees within sixty (60) days of their election for discussion by the Association. Dues shall be due on the date established by the Trustees but shall be at least thirty (30) days after the budget approval. Such assessment shall not exceed the sum of Two Hundred and no/100 Dollars (\$200.00) per fiscal year.

Special assessments may be proposed by the Trustees to cover expenses beyond the approved budget. Any special assessment must be voted upon by the Association and a minimum of twenty (20) days notice shall be given. Upon ratification by a simple majority at a meeting where a quorum is present, the special assessment shall be due on a date established by the Trustees but shall be at least thirty (30) days after the special assessment approval. If the owner(s) refuse to pay the approved dues or assessments, the Association may file a lien against the property. Attorney fees and court costs shall be recoverable for the enforcement of such lien.

#### **G) Records and Assessments**

The Trustees of the Chapel Park Homeowners' Association shall maintain complete records of all assessments levied and the payment on account thereof and such records shall be open for inspection to any member of the Association. Assessments may be levied annually and shall be payable within thirty (30) days after the meeting at which said assessment is levied. The Trustees shall serve upon or mail a notice to the owner of each lot, or part thereof, to his or her last known address stating the amount of the



assessment due and the date and place where it shall be paid.

Assessments for general and special purposes and services shall become liens on real estate as soon as due and payable, as herein set forth. If not paid within thirty (30) days from due date such assessments shall bear interest at the rate of ten percent (10%) per annum.

### **Section III**

#### **General Conditions**

##### **A) Covenants To Run With The Land**

The within protective covenants, reservations, stipulations, conditions, restrictions, and easements, including the benefits and burdens thereof, are to run with the land and shall be binding on all parties acquiring any interest in such property or lots covered hereby, and on their successors and assigns, and on anyone else claiming under them, until the same shall be amended, altered, or rescinded as provided herein.

##### **B) Application To Purchased At Judicial or Foreclosure Sale**

Should any mortgage or deed of trust be foreclosed on any lot covered by this declaration, or if any title be obtained at any judicial sale, Sheriff's sale, U.S. Marshall's sale, or the like, the title acquired as a result thereof, the resulting title holder, and the successors and assigns thereof, shall be subject to and bound by all the covenants, reservations, stipulations, conditions, restrictions, and easements set forth in this Declaration.

##### **C) Undue Hardship**

In the event that compliance with the provisions of any of the restrictions or covenants in this Declaration, as the case may be, causes undue hardship on any property, then in that event, a special written permission may be given by the Trustees, as the case may be, to alter in such case the requirements of the provisions of this Declaration as to such property in the pertinent respects.

If such special written permission is granted, it shall have the effect of waiver of the pertinent restriction only to the property listed in writing. Such special written permission or waiver shall not affect this Declaration or its effectiveness at to any other property. Special written permissions or waivers shall be considered on a case by case basis and no prior permission or waiver may be used as precedence to force the Trustees to grant any special permission or waiver. Where reasonably practical, all special permissions or waivers must have a time limited associated with them and be subject to re- approval upon the expiration of the time limit.

**D) Invalidity of Covenants**

Invalidation of any of these covenants, easements, reservations, stipulations, conditions, and restrictions by judgment or court action shall in no way effect any of the other provisions which shall remain in full force and effect.

**E) Amendments of Covenants**

These covenants, easements, reservations, stipulations, conditions, and restrictions may be altered, amended, or rescinded by a Declaration in writing signed by the Trustees of the Chapel Park Homeowners' Association upon a ratification vote of two-thirds majority of eligible votes cast so long as a minimum of sixty (60) eligible votes are received. The revised document will not be binding until recorded in the Office of Peoria County Recorder of Deeds, Peoria County, Illinois.

**F) Violation of Covenants**

If any party or his successors or assignees shall violate or attempt to violate any of the covenants, easements reservations, stipulations, conditions or restrictions herein, the Board of Trustees or any member of the Chapel Park Homeowners' Association shall have the right to prosecute any proceedings at law or in equity against the person(s) violating or attempting to violate same. The party or parties bringing suit may seek damages, injunctive relief, declaratory relief, or any combination thereof. In any action by the Board of Trustees on behalf of the Chapel Park Homeowners' Association against a lot owner(s), if the Chapel Park Homeowners' Association substantially prevails, it shall be entitled to recover from the defendants its reasonable attorney fees and costs. It shall not be necessary in any such action by the Board of Trustees or the Chapel Park Homeowners' Association to name as parties all persons having a legal or equitable interest in a lot.

Homeowners who violate this restriction may be contacted personally by a Trustee or sent a certified letter stating the violation and providing ten (10) calendar days to satisfactorily address the issue. Failure to address can result in a twenty-five (25) dollar fine per Sunday through Saturday calendar week that the issue is not rectified as levied by the Association. Lien filings will be administered on an approximate quarterly basis if required.

**G) Choice of Law**

The laws of the State of Illinois shall govern the validity, interpretation, and administration of the Declaration.

H) Agreement in Absence of Signature

By accepting a deed or other form of conveyance or transfer of any legal or equitable interest in the property, or by accepting an interest in the property by operation of law or judgment, the person accepting the instrument or interest in the property. Together with his/her successors and assigns, shall be deemed to have agreed to the provisions of the Declaration, without regard to whether such person(s) has signed the instrument of transfer or conveyance or any other writing agreeing to be so bound.

IN WITNESS WHEREOF, the Board of Trustees and the membership of the Chapel Park Homeowners' Association, by a vote of acceptance, have caused this Declaration of Restrictions of Chapel Park Subdivision to be executed this 2nd day of August, 2014. These covenants replace all previously filed covenants governing lots 1 through 45 ( lots 09-29-304-001 to 09-29-304-022 and lots 09-29-305-001 to 09-29-305-023 ) that were recorded prior to the date stamp on this document as entered by the Peoria County Recorder of Deeds this 28<sup>th</sup> day of August of 2014.

Acknowledged by Chapel Park Homeowners' Association Trustees:

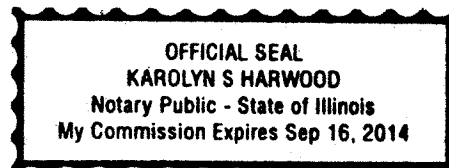
**President:** Thorn Keene  
Thorn Keene

**Secretary:** Steve Klemm  
Steve Klemm

**Treasurer:** Bruce Hoerr  
Bruce Hoerr

**At Large:** Alain Vilatte  
Alain Vilatte

**At Large:** Denny Irwin  
Denny Irwin






*Karolyn S. Harwood*

FINAL PLAN OF CHAPEL PARK SUBDIVISION

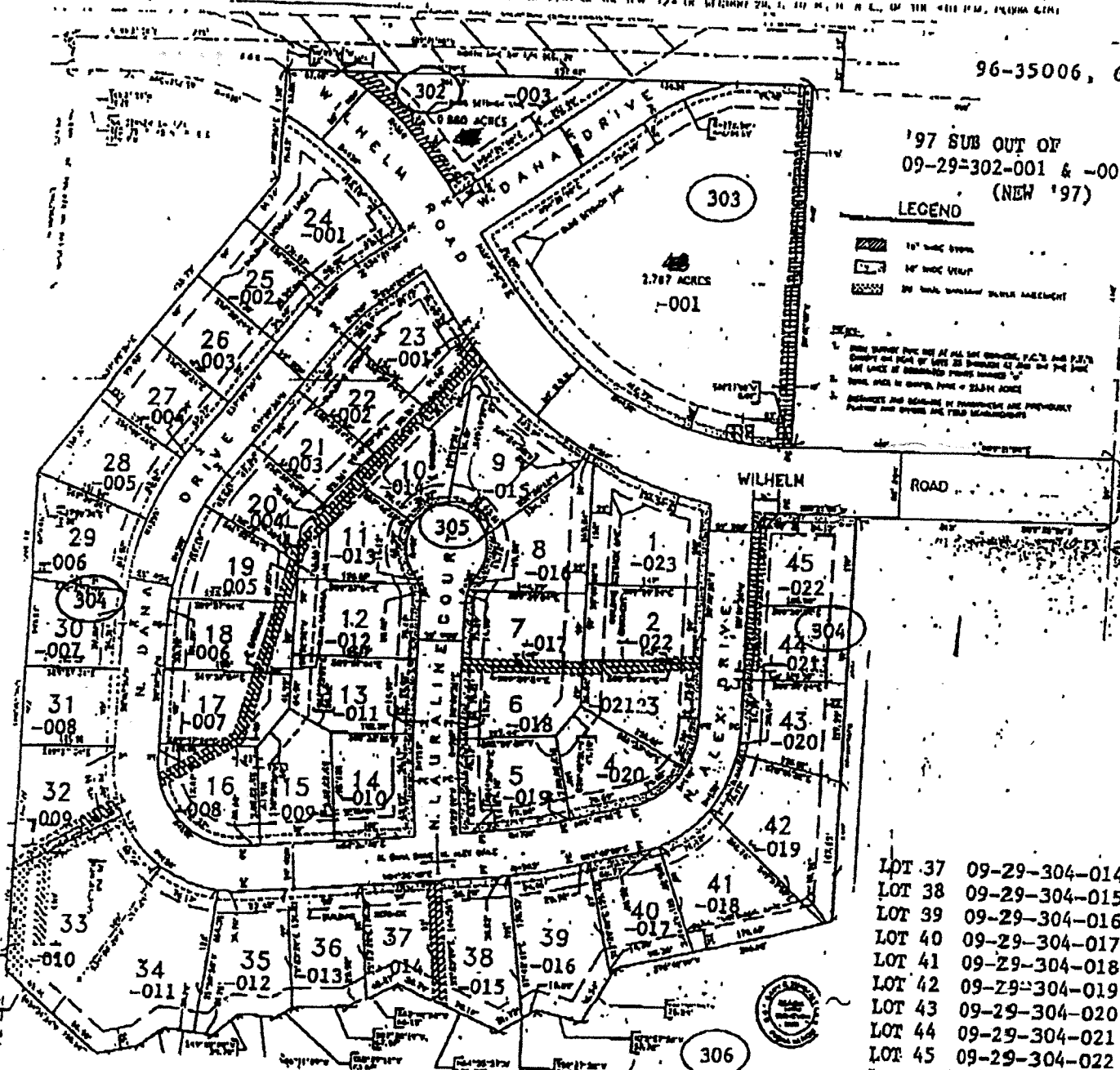
96-35006, 6-3

'97 SUB OUT OF  
09-29-302-001 & -002  
(NEW '97)

LEGEND

-  10' wide street
-  10' wide alley
-  20' wide easement

1. THIS MAP IS FOR THE USE OF ALL LOT OWNERS, PARTS AND PARTS OF THE MAP OF LOTS 25 THROUGH 45 AND THE PARTS OF LOTS 1 THROUGH 24.
2. THIS MAP IS FOR THE USE OF ALL LOT OWNERS.
3. DISTANCES AND BEARINGS OF PROPERTY ARE PREVIOUSLY PLANNED AND SHOWN ON THIS MAP.



- LOT 37 09-29-304-014
- LOT 38 09-29-304-015
- LOT 39 09-29-304-016
- LOT 40 09-29-304-017
- LOT 41 09-29-304-018
- LOT 42 09-29-304-019
- LOT 43 09-29-304-020
- LOT 44 09-29-304-021
- LOT 45 09-29-304-022

- |                      |                      |                      |
|----------------------|----------------------|----------------------|
| LOT 1 09-29-305-023  | LOT 13 09-29-305-011 | LOT 25 09-29-304-002 |
| LOT 2 09-29-305-022  | LOT 14 09-29-305-010 | LOT 26 09-29-304-003 |
| LOT 3 09-29-305-021  | LOT 15 09-29-305-009 | LOT 27 09-29-304-004 |
| LOT 4 09-29-305-020  | LOT 16 09-29-305-008 | LOT 28 09-29-304-005 |
| LOT 5 09-29-305-019  | LOT 17 09-29-305-007 | LOT 29 09-29-304-006 |
| LOT 6 09-29-305-018  | LOT 18 09-29-305-006 | LOT 30 09-29-304-007 |
| LOT 7 09-29-305-017  | LOT 19 09-29-305-005 | LOT 31 09-29-304-008 |
| LOT 8 09-29-305-016  | LOT 20 09-29-305-004 | LOT 32 09-29-304-009 |
| LOT 9 09-29-305-015  | LOT 21 09-29-305-003 | LOT 33 09-29-304-010 |
| LOT 10 09-29-305-014 | LOT 22 09-29-305-002 | LOT 34 09-29-304-011 |
| LOT 11 09-29-305-013 | LOT 23 09-29-305-001 | LOT 35 09-29-304-012 |
| LOT 12 09-29-305-012 | LOT 24 09-29-304-001 | LOT 36 09-29-304-013 |