

**AMENDED AND RESTATED PROTECTIVE COVENANTS OF  
HAWTHORNE II SUBDIVISION AND ALL  
ADDITIONS THEREOF**

The real property to which these Amended and Restated Covenants apply are to all of the property set forth in the legal description attached hereto as Exhibit 1 [need to find and include Exhibit 1] including, but not limited to, all of the real property contained within Hawthorne II Subdivision, Hawthorne II Acres Subdivision and the Hawthorne II Commons Subdivision, contiguous thereto.

These Covenants are amended and restated pursuant to the grant of authority set forth in the Protective Covenants of Hawthorne II Subdivision recorded as Document No. 93-2642 in the Office of the Recorder of Deeds of McLean County, Illinois, Clause II, subparagraph 12, and pursuant to the grant of authority set forth in the Amended Protective Covenants of Hawthorne II Subdivision recorded as Document No. [ ] in the Office of the Recorder of Deeds of McLean County, Illinois, Clause II, subparagraph 12. The aforesaid Covenants and Amended Covenants shall run with the land and be enforceable following the recording thereof in the Office of the Recorder of Deeds of McLean County, Illinois.

To ensure the best use and most appropriate development and improvement of each building site therein; to protect the owners of building sites against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportional structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to provide for beautification of undeveloped lots that have been held or owned for more than one year; and in general, to provide adequately for a high type and quality of improvements on said property and thereby enhance the values of investments made by purchasers of building sites therein, the real property described in Section I hereof is hereby subject to the following conditions, restrictions, covenants, reservations and charges, to wit:

**Construction Requirements**

Each house must be centered on the lot except when developer approves otherwise.

Setbacks: All houses or structures must be set back a minimum of forty (40) feet from the front and back lot lines and a minimum of eight (8) feet from each side lot line.

The foundation of the house must be below grade or covered with brick or siding.

Fireplaces: Fireplace enclosures shall be constructed of brick, stone, synthetic type stone, synthetic type stucco or materials having the appearance of synthetic type stucco.

Roof: All roofs on houses and structures must have a pitch of six/twelve or more. Roofing materials shall be architectural style shingles, shakes, slate, or tile. Three tab shingles will not be approved. Other roofing materials need to be approved by the board.

Siding: Exterior walls shall be covered with brick, stone, steel siding, stucco, and fiber-cement. No vinyl siding shall be used. Other siding materials need to be approved by the board.

All houses shall have a minimum of four hundred (400) square feet of brick or stone on the exterior.

Houses with rear yards backing up to the Lake Area or Hawthorne Acres area shall have a minimum of 20% brick on its rear in addition to the 400 square feet required.

All houses shall have the following minimum square footage of living space, excluding attics and basements:

- a) Ranch style      2,000 Square feet
- b) Two-story style   2,600 Square feet
- c) Tri-level style    2,000 Square feet
- d) Cape Cod style    1,700 Square feet on main floor

The square footage when backing up to the Lake Area or Hawthorne Acres Areas shall be:

- a) Ranch style      2,500 Square feet
- b) Two-story style   3,200 Square feet
- c) Tri-level style    2,500 Square feet
- d) Cape Cod style    2,200 Square feet on main floor

Garages: Each house must be built with not less than a two-car nor more than a four-car attached garage. The minimum size of any two-car garage shall be twenty-two feet (22) by twenty-two (22) feet and each garage shall have a paved driveway from the street to the garage. All driveways must be paved before occupancy, except where weather prevents paving and then only with the approval of HOA Board.

All exterior energy producing appliances (i.e. solar panels, wind turbines) must be screened from all abutting lots and be approved by the HOA Board.

New lumber shall be used in the construction of any house or addition. No prefabricated or enclosed panelized construction shall be allowed, except as approved by the HOA Board.

All houses constructed shall have basements or crawl spaces. No houses will be constructed on slabs.

No footing tile or downspouts shall be connected to the sanitary sewer system. No surface water shall be allowed to enter the footing tile drainage system.

Windows shall have a rating of 3.00 R value and .07 air infiltration factor or better. Preferred efficiency would be 4.50 and .02 respectively.

Furnaces shall have an efficiency rating of 90% or better.

Air-conditioners shall have a S.E.E.R. rating of 18.00 or better.

### **Building Process**

The HOA Board reserves the right to approve all house and addition construction plans prior to the commencement of construction. A lot owner intending to construct a home or addition shall submit to the HOA Board a detailed set of blueprints that will be returned to the lot owner or proposed builder at the completion of the project.

All additions must be physically attached to the existing home.

All contractors who are to build houses for lot owners must be approved by the HOA Board prior to the start of construction and no contractor shall be allowed to build without such approval.

All lot owners must begin construction within twelve months from the date of closing on the lot purchase or through approval from the HOA Board.

All houses must be completed within nine months of the issuance of a building permit.

### **Lot Improvements**

No outbuildings, of any kind shall be allowed on a lot except for gazebos and such other decorative structures as the HOA Board may, in its discretion, approve.

No above-ground swimming pools, clotheslines or poles, TV reception dishes over 2 feet in diameter or chain link fences shall be allowed nor shall any fence be over six feet in height. All fences shall be approved by the HOA Board before erection.

Playground equipment, firewood and TV dishes must be screened from all abutting lots.

Each lot owner must plant a minimum of twelve trees within 120 days of occupancy of any house constructed on a lot. Six trees shall be evergreen type, at least four feet tall when planted and six shall be at least two inches in diameter deciduous-type trees with one of said six being in front yard.

All trees and shrubs must be regularly trimmed and maintained in an attractive manner.

All city sidewalks shall be developed by the builder on the lots in accordance with city requirements. Any damages done to existing sidewalks during construction or landscaping projects shall be the responsibility of the lot owner to repair at their expense.

All lots must be sodded in the front yard at a minimum.

All lawns shall be well-maintained and grass shall be kept mowed to a height of six inches or less.

No dirt shall be removed from any lot or from the subdivision or any addition thereto without the HOA Board's approval nor shall any dirt be dumped anywhere within the subdivision without the HOA Board's approval.

All the lot owners shall maintain their yards so as to keep them clean, free of debris, free of weeds, crabgrass and dandelions.

Below ground swimming pools need to be constructed by professionals, meet city ordinances and city codes, shall not affect abutting lot drainage, and shall be approved by the HOA Board.

Sport Courts: Tennis courts, basketball courts, backboards and all other sporting or recreational equipment may not be installed in the front yard (that is, within the area between the front of the home and the front property line) and must be approved by the HOA Board. Location, style, screening, colors and any other relevant facts associated with the court shall be considered for approval. Said courts shall observe setback restrictions of the city and these covenants.

### **Undeveloped Lots**

All undeveloped lots contained in any of the aforesaid subdivisions which have not had a dwelling house constructed upon them within one year of the date of purchase of same and prior to the recording of these Amended and Restated Covenants shall, at the first appropriate date given weather conditions be improved with full sod, sidewalks if not are present on said lots, and at least 12 trees planted on each such lot pursuant to a landscape design plan submitted by the owner and approved by the Hawthorne II Homeowners Association Board of Directors.

Said undeveloped lots, once sodded, shall be kept mowed to a height not exceeding 6 inches on a weekly basis or as necessary if weather conditions are dry.

No weeds, debris of any sort, or any other material may be stored upon said lots prior to excavation of a foundation for a dwelling house thereon.

Failure of the owner of any undeveloped lot to comply with these Amended and Restated Covenants shall result in a \$25 per day assessment on each such lot for each day said owner remains in violation of these Amended and Restated Covenants after notice thereof. Notice of violation shall be sent by first class mail, postage prepaid, to the business or residence address of the owner of record of any such lot demanding compliance herewith within ten (10) days. If compliance with these Amended and Restated Covenants has not been completed within said 10 day notice period, or any extension thereof granted by the Hawthorne II Homeowners Association Board of Directors, the \$25.00 per day assessments shall begin to run from the notice date until compliance is completed.

The assessment set forth in the preceding paragraph shall become a lien upon each undeveloped lot for which full payment has not been made by the date set forth in the Notice and the same may be collected against the lot owner by the Hawthorne II Homeowner Association, or by any other developed lot owner in a Court of law or equity. Claims for specific performance, foreclosure of lien, collection of assessments, or for any other action shall carry interest at the prevailing statutory judgment rate until paid. Should suit for collection or enforcement of any Covenants be filed against any lot owner in default thereof, for any violation of these Amended Covenants or for any Covenants heretofore filed and recorded in the Associations' Covenants, the same shall be liable for payment of all court costs and reasonable attorney fees expended in the collection or enforcement of any of the aforesaid Covenants.

### **Miscellaneous Provisions**

Animals: No livestock nor pets shall be allowed other than domestic pets such as dogs, cats, birds, and fish. Pets shall not be allowed to roam beyond the boundaries of the lot in such manner as to become nuisances or interfere with other homeowners. Homeowners with dogs as pets shall not allow dogs outside the house if they bark. Animals may not use any area other than the owner's lot as a bathroom. No Animals shall be kept in exterior pens or cages.

No travel trailers, recreational-type vehicles, motor homes, boats, boat trailers, motorbikes, trail bikes, snow mobiles, lawn care equipment or like vehicles or items shall be kept on the lot or anywhere in the subdivision and its additions except within enclosed garages.

Garbage/Recycle Receptacles: no receptacle used for the purpose of garbage/recycle storage shall be stored outside of a lot owner's home or garage. The only exception to this restriction is on the scheduled day of garbage pick-up or through screening that must be approved by the HOA Board.

Each lot owner of the property set forth in the legal description attached hereto as Exhibit 1 automatically becomes a member of the Hawthorne II Homeowners Association upon the closing of its lot purchase. Each member of the Hawthorne II Homeowners Association shall make an annual payment toward the cost and expenses of the Hawthorne II Homeowners Association. The annual payment, the amount of which shall be established by the Board of Directors of the Hawthorne II Homeowners Association, shall be assessed equally by individual lot to each lot owner within the Hawthorne II Homeowners Association. The Board of Directors of the Hawthorne II Homeowners Association also may impose special assessments equally by individual lot to each lot owner within the Hawthorne II Homeowners Association based upon financial need of the Hawthorne II Homeowners Association.

Signs: No sign of any kind shall be displayed on any lot except a sign of not more than six (6) square feet, advertising the property for sale, or signs used by a builder to advertise the property during construction.

The Protective Covenants of Hawthorne II Subdivision and all subsequent additions thereto, Hawthorne Acres Subdivision and Hawthorne II Lake Condominium Subdivision may be amended from time to time by a majority vote of the Board of Directors of the Hawthorne II Homeowners Association and without a vote of the lot owners insofar as said amendments pertain to the undeveloped lots, weeds or debris control, or beautification and maintenance of the common elements of the Subdivisions. All other amendments to the aforesaid Protective Covenants may be made, from time to time, by mail in votes from a majority of the lot owners of the aforesaid subdivisions for any other purposes if received by the deadline set forth in the proposed Amendment.

### **Clause III**

All of the foregoing restrictions, reservations and covenants shall run with the land and shall be binding upon all subsequent owners, and all restrictions, reservations and covenants shall be enforceable by each and every lot owner by appropriate legal action in courts of law or equity.

In the event that the HOA Board or any lot owner must resort to a court of law to enforce any of the foregoing restrictions, reservations or covenants, the lot owner or owners who have violated the same shall be liable and legally responsible for all court costs and reasonable attorney's fees incurred in the enforcement of the same. Any such court actions may be brought to restrain violations, to require corrections or modifications, or to recover damages.

Exhibit 1

Legal Description:

A part of the Southeast Quarter of Section 30, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning of the Northwest Corner of the Southeast Quarter of said Section 30, said Northwest Corner also being the Northeast Corner of Lot 205 in the 7<sup>th</sup> Addition to Hawthorne Hills Subdivision in the City of Bloomington, Illinois. From said Point of Beginning, thence south 1135.00 feet along the West Line of said Southeast Quarter, said West Line also being East Line of said 7<sup>th</sup> Addition; thence east 652.25 feet along a line parallel with the North Line of the Southeast Quarter of said Section 30 and which forms an angle to the right of 89°-38'-06" with the last described course; thence north 1134.97 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to a point on the North Line of said Southeast Quarter lying 645.01 feet east of the Point of Beginning; thence west 645.01 feet along said North Line which forms an angle to the right of 90°-00'-00" with the last described course to said Point of Beginning.