

PROTECTIVE COVENANTS OF
HAWTHORNE II SUBDIVISION AND ALL
ADDITIONS THEROF

1. Each house must be centered on the lot except where developer approves otherwise.
2. The foundation of the house must be below ground or covered with brick or siding.
3. Exterior fireplaces and chimneys of all fireplaces must be faced with brick or stone. Side vented fireplaces are not allowed.
4. All houses or structures must be set back a minimum of forty (40) feet from the front lot line and a minimum of eight (8) feet from each side lot line.
5. All roofs on houses and structures must have a pitch of six/twelve or more.
6. No vinyl siding shall be used.
7. All houses shall have a minimum of four hundred (400) square feet of brick or stone on the exterior.
8. 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 Area 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 |

9. All houses must be completed within nine months of the issuance of a building permit.
10. All lot owners must begin construction within twelve months from the date of closing on the lot purchase.
11. All contractors who are to build houses for lot owners must be approved by the developer prior to the start of construction and no contractor shall be allowed to build without such approval.
12. The developer reserves the right to approve all house construction plans prior to the commencement of construction. A lot owner intending to construct a home shall submit to developer two detailed sets of blueprints, returning one set of blueprints to the lot owner or proposed builder, with the other copy being retained by developer.

13. Each house must be improved with not less than a two-car nor more than a four-car attached garage. The minimum she 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 developer.

LOT IMPROVEMENTS

1. No outbuildings, above-ground swimming pools, clotheslines or poles, TV reception dishes over two 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 developer before erection.
2. Playground equipment, firewood and TV dishes must be screened from all abutting lots.
3. 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 and a Hawthorne-type. All trees must be regularly trimmed and maintained in an attractive manner.
4. All city sidewalks shall be developed by the builder on the lots in accordance with city requirements. Developer shall reimburse the builders within ten days after construction of the sidewalks at the rate of \$1.60 per square foot of sidewalk. Developer retains the right to install sidewalks in advance of construction of houses if required by the City of Bloomington. Any damages done to existing sidewalks during construction shall be the responsibility of the lot owner to repair at its expense. All lots must sod front yard minimum.

MISCELLANEOUS PROVISIONS

1. 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 on 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. Dogs may not use any area other than owners lot as a bathroom.
2. No travel trailers, recreational-type vehicles, mobile 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.
3. All lawns shall be well-maintained and grass shall be kept mowed to a height of six inches or less.

4. No dirt shall be removed from any lot or from the subdivision or any addition thereto without developer's approval nor shall any dirt be dumped anywhere within the subdivision or additions without developer's approval.
5. Developer shall create a Hawthorne II, Hawthorne Acres, and Hawthorne Lake Condo Subdivision Homeowners' Association at developer's cost. Each lot owner of Hawthorne II, Hawthorne Lake Condo Area and Hawthorne Acres will automatically become a member of the Association upon the closing of its lot purchase. Each member of the Association shall make an annual payment toward the costs and expenses of the Association set up by developer, and the Association shall make an effort to hold the annual contribution to not more than \$150.00 per year per family. The Condo Area shall pay \$150.00 per living unit per year. Developer agrees to develop a Lake and Park Area around the Lake within the subdivisions and other miscellaneous areas to manage the common areas until it has been developed to the developer's satisfaction, at which time the area shall be turned over to the Association. The Area shall be called "Park". All or a portion of the fees paid by Association member may be used by developer for improvement to the park as well as maintenance thereof, Developer will establish rules and regulations for the use of the Park. These rules and regulations shall remain in effect after said areas are turned over to the Homeowners' Association. Until such time as developer and owner have sold all lots in the subdivision or any additions thereto, no changes in rules and regulations pertaining to the park, shall be changed, amended, or added to without the approval of developer.
6. Not more than one sign advertising a lot or house for sale shall be placed on any lot. Only "selling" brokers' signs shall be allowed on a lot advertising that a lot or house has been sold. Any such signs advertising that a lot or house has been sold shall not be allowed to remain on a lot for more than fourteen days. When a purchase agreement or contract for sale of real estate has been signed by a lot or house owner, the selling broker shall have the right to place its "sold" sign on the lot and the "listing" brokers sign shall be removed.
7. All the lot owners shall maintain their yards so as to keep them clean, free of debris, free of weeds, crabgrass and dandelions.
8. New lumber shall be used in the construction of any house. No prefabricated or enclosed panelized construction shall be allowed, except as may be approved by developer.
9. All houses constructed on lots shall have basements or crawl spaces. No houses will be constructed on slabs.
10. No outbuildings, of any kind shall be allowed on any lot, except for gazebos and such other decorative structures as developer may, in its discretion, approve.
11. 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, except with prior approval of developer.

12. Developer may from time to time amend the Protective Covenants for the unsold lots if in his opinion it is for the good of the sold or unsold lots.
13. No black tar based insulated sheathing or 1/8" hardboard sheathing shall be allowed.
14. 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.
15. Air conditioners shall have a S.E.E.R. rating of 11.00 or better.
16. 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.

Clause III

1. 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 developer or any lot owner must resort to a court of law to enforce any of the forgoing 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.