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IL Rental Housing Fund: \$10.00
McLean County, IL
H. Lee Newcom Recorder

File **2006-00003927**

**AMENDED PROTECTIVE COVENANTS OF
HAWTHORNE II SUBDIVISION AND ALL AFFILIATED
SUBDIVISIONS CONNECTED THERETO**

KNOW ALL MEN BY THESE PRESENTS:

The Peoples Bank, Trustee of McLean County Land Trust #LDB-11, pursuant to trust agreement dated the 26th day of February, 1992 and LARRY D. BIELFELDT, being the owner and developer respectively of Hawthorne II Subdivision, and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to the benefit and pass with said property and each and every parcel and lot thereof, and shall apply to and bind the undersigned and their successors and assigns, hereby declare that the property described in Section I hereof is held and shall be transferred, sold and conveyed, subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

SECTION I

The real property to which these Amended Covenants apply are to all of the property set forth in the legal description attached hereto as Exhibit 1 including, but not limited to, all of the real property contained within the Hawthorne II Subdivision, Hawthorne Acres Subdivision, and Hawthorne II Lake Condominium Subdivision,

contiguous thereto irregardless whether the same are included in the legal descriptions attached hereto as it is the intent and purpose of these Amended Covenants to include all of the subdivisions mentioned herein by incorporation of the legal descriptions attached to their respective Protective Covenants heretofore filed and recorded in the Office of the Recorder of Deeds of McLean County, Illinois.

SECTION II

To insure 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 proportioned 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:

LOT IMPROVEMENTS

A. Paragraphs 1 through 4 of 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, are hereby retained and remain in full force and effect.

B. 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 Covenants shall, at the first appropriate date given weather conditions, and not later than June 30, 2006, be improved with full sod, sidewalks if none 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.

C. Said undeveloped lots, once sodded, shall be kept mowed to a height not exceeding 5 inches on a weekly basis or as necessary if weather conditions are dry.

D. 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.

E. Failure of the owner of any undeveloped lot to comply with these Amended Covenants shall result in a \$20.00 per day assessment on each such lot for each day said owner remains in violation of these Amended Covenants after notice thereof and in no event later than June 30, 2006. 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 10 (ten) days. If compliance with these Amended Covenants has not been completed within the said 10 day notice period, or any extension thereof granted by the Board, the \$20.00 per day assessments shall begin to run from the notice date until compliance is completed.

F. 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 developer(s), 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 hereof, for any violation of these Amended Covenants or for any Covenants heretofore filed and recorded in the Hawthorne II, Hawthorne Acres or Hawthorne II Lake Condominium Subdivision 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.

G. These Covenants are amended 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. The aforesaid 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.

SECTION III

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, weed 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.

SECTION IV

Except as amended herein, all of the previous Protective Covenants of the aforesaid subdivisions, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned as developer of Hawthorne II Subdivision, Hawthorne Acres Subdivision, and Hawthorne II Lake Condominium Subdivision, has executed this document for the uses and purposes herein set forth this 13th day of ~~December~~, ^{February, 2006} 2006:

The Peoples Bank of Bloomington, Trustee Under the provisions of a Trust Agreement Dated the 26th day of February, 1992 and Known as McLean County Land Trust #LDB-11 and not individually

BY *Victor A. [Signature]*
V.P. & Trust Officer

ATTEST:

Sarah E. McDuffie
AVP + Trust Officer

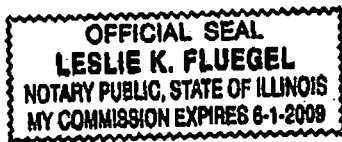
Larry D. Bielfeldt
Larry D. Bielfeldt, developer

2006-03927

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that Larry D. Bielfeldt, who is personally known to me to be the same person who signed the foregoing Instrument as developer of Hawthorne II Subdivision and all additions thereto, and Victor J. Henson as trust officer and _____ of The Peoples Bank of Bloomington as Trustee under the provisions of a trust agreement dated the 26th day of February, 1992, known as McLean County Land Trust #LDB-11, who are personally known to me to be the same persons who are subscribed to the foregoing instrument and are personally known to me to be the Trust Officer of the Peoples Bank of Bloomington, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as to said Trust officer as free and voluntary act of the said Peoples Bank of Bloomington, Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of ~~December~~, ^{Jan 2006} 2005.



Leslie K. Fluegel
Notary Public

This instrument prepared by:
SCHWULST & ROSEBERRY, P.C.
Attorneys at Law
200 West Front Street, Suite 500A
Bloomington, IL 61701
309/829-3636

Return the recorded document to:
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