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Recorder,
McLean County, Illinois

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

First Addendum to Protective Covenants, Document No. 93-7970 and recorded 4/2/1993.
Amended Protective Covenants, File No. 2006-00003927 and recorded 2/16/2006.
Amended and Restated Protective Covenants, File No. 2019-00009151 and recorded 6/14/2019.

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

The real property to which these Second Amended and Restated 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 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. 2006-00003927 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.

May 12, 2025

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.

Renting Provisions:

The City of Bloomington has zoned Hawthorne II Subdivision R1A (Hawthorne Acres), R1B, or R2 (Hawthorne Commons). Each of these classifications provides exclusively for single-family dwellings, except in the case of Hawthorne Commons, where "high single-family and a low multiple-family dwelling unit density" properties are permitted. A "dwelling" is defined in the Code and adopted by our By-Laws as a "building designed or used principally for residential occupancy...." No part of the subdivision is permitted to be used as a "bed and breakfast establishment." Consistent with the City of Bloomington Zoning Code, and in furtherance of the Covenants of Hawthorne II HOA and the goals and objectives stated therein, this amendment was added to our covenants.

No residence or property may be used as a short-term rental or living facility. "Short-Term" is defined as a period of less than 90 days, except as provided below, and which may include as a purpose the objective of generating income for the owner or renter of the property. Examples of "short-term" uses include, but are not limited to, businesses such as Airbnb, VRBO, other residential or vacation rental marketplaces, and bed and breakfast facilities. A property used as an event location (a property for

which a fee is charged for the use of said property) is neither a single-family dwelling, nor a multi-family dwelling and is not permitted.

Renting requests over 90 days must be approved by the HOA Board per occurrence. This type of request is designed to allow relief for homeowners transitioning to or from other primary real estate and not income generation.

No short-term rentals of less than 90 days are allowed, unless approved in writing by the H2 HOA Board. Additionally, no approval shall be granted for any use which does not comply with the City of Bloomington Zoning Code. No current owner is permitted to violate this provision after its enactment on the basis that its property was already used as short-term rental or living facility prior to the enactment of this Article. Homeowners are required to reside on their property a minimum of 3 months per year. Exceptions must be approved by the H2 HOA Board annually.

Homeowners are required to provide long term renters or lessees with a current copy of the Hawthorne II HOA Covenants and By-Laws (current version on the H2 website) and to include the following provision in all rental or lease contracts:

"I acknowledge that I have been provided a copy of the Hawthorne II HOA Covenants and By-Laws, or a reference to the webpage containing the Covenants and By-Laws, and agree that I am bound by said Covenants and By-Laws during the entirety of my rental or lease period."

Homeowners are required to provide each rental or lease agreement to the H2 HOA Board.

Any property owner who fails to comply with this notice provision is liable for the fines listed below for the failure of any renter or lessee to comply with the Covenants and By-Laws.

Group Homes for Parolees:

No owner may petition the city for a permit to operate a group home for parolees, unless notice is mailed to every Association Member not less than 60 days before such permit request is filed. If litigation is filed opposing said permit and is successful, then the property owner agrees to pay all costs and legal fees of the litigation. No member nor the Association is liable for any fees or costs incurred by or awarded to any successful permit applicant. Every potential purchaser of a property within the Association is on notice that it must comply with this provision, and may not seek a special use permit at any time prior to ownership, or within the first 60 days of ownership of property within the Association. No person may operate such facility without a permit issued by the City of Bloomington. Any person or entity that fails to comply with this paragraph agrees to forego any request for a special or other use permit for a group home for parolees. Any property owner who complies with these conditions and is granted a permit, special or otherwise, to operate a group home for parolees agrees to be liable for any damages caused by any occupant of said home, and for any damages awarded any Association member in tort against any person occupying said home. Property owners operating said homes must obtain a \$25,000 bond to pay any damages owed and maintain the bond continually in force while operating the group home. A copy of the bond shall be provided to the Association not less than annually. In the event the City of Bloomington changes its Zoning Code to exclude such group homes within the permitted use of single-family dwellings, then in that event no property owner may operate any such facility, even if use was previously granted or authorized.

Any property owner who fails to comply with this notice provision is liable for the fines listed below for the failure of any renter or lessee or parolee to comply with the Covenants and By-Laws.

Other Group Homes:

No other group homes are permitted. A "group home" is a dwelling where unrelated persons are living on a short-term basis, or if living there for more than 90 days, a dwelling where more than four persons are living who are not related by blood, marriage, or adoption.

Any property owner who fails to comply with this notice provision is liable for the fines listed below for the failure of any renter or lessee or resident to comply with the Covenants and By-Laws.

Penalty for homeowner's not following the above stated rules:

Homeowners in violation of this Article, including the renting provisions, will be fined accordingly:

Those doing short term rentals for the purpose of earning income (such as Airbnb, VRBO, other residential or vacation rental marketplaces, Bed and Breakfast, Event Location) will be fined \$750 per occurrence and invoiced monthly. An "occurrence" is defined as each day a person or organization is using or paying a fee for short-term or long-term use. Fines must be paid within 30 days of notice from the HOA Board. Similar to our late dues process, the homeowner is financially responsible for the fine, late fees, past due interest, as well as all legal fees associated with failure to pay any fine in a timely manner. All dues, penalties, fines, assessments, liens, and reasonable attorney fees assessed under this Article are the responsibility of the homeowner.

Those operating a group home will be fined \$3,000 per month per individual. Prorating will be done by the week based on proof of absence. Fines must be paid within 30 days of notice from the HOA Board. Similar to our late dues process, the homeowner is financially responsible for the fine, late fees, past due interest, as well as all legal fees associated with failure to pay any fine in a timely manner. All dues, penalties, fines, assessments, liens, and reasonable attorney fees assessed under this Article are the responsibility of the homeowner.

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.

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

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 7th 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 7th 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.

PINs: 15-30-400-001 & 15-30-400-004