

PROTECTIVE COVENANTS OF
HAWTHORNE ACRES SUBDIVISION AND ALL ADDITIONS 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 Acres 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 Clause I hereof is held and shall be transferred, sold and conveyed, subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

CLAUSE I

The real property, which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges with respect to the various portions thereof set forth in the several Clauses and subdivisions of this declaration, is situated in the County of McLean, State of Illinois, and is

more particularly described as follows:

SEE EXHIBIT I

Said property is to be known as Hawthorne Acres Subdivision to the City of Bloomington, McLean County, Illinois

CLAUSE 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 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 Clause I hereof is hereby subject to the following conditions, restrictions, covenants, reservations and charges, to-wit:

A. HOUSE REQUIREMENTS

1. Each house must be centered on the lot except where developer approves otherwise.
2. The foundation on the house must not be visible.
3. Exterior fireplaces and chimneys of all fireplaces must be faced with brick or stone.
4. All houses or structures must be set back a minimum of ninety five (95) feet from the front lot line.
5. All roofs on houses and structures must be pitched to ratio of six to twelve or more.
6. All houses shall have a minimum of 40% brick or stone on each side of exterior.
7. All houses shall have the following minimum square footage of living space, excluding attics and basements:

a) Ranch Style	4,000 Square Feet
b) Two-Story Style	5,000 Square Feet
8. All houses must be completed within fifteen months of the issuance of a building permit.
9. All lot owners must begin construction within twelve months from the date of closing on the lot purchase.
10. Foundation elevations must be within twelve inches of city requirements unless otherwise approved by developer.
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. Developer shall then promptly approve or disapprove the proposed 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 four-car nor more than a five-car attached 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 thirty trees within 120 days of occupancy of any house constructed on a lot. One half of the trees shall be evergreen type, at least five feet tall when planted and one half shall be at least three inches in diameter deciduous-type trees with one of said fifteen being in the front yard and a Hawthorn-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.
 5. All lot owners shall maintain the wrought iron fence on their lot in its original condition and color.

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 avoid leaving the dogs outside the house after dark.
2. No travel trailers, recreational-type vehicles, mobile homes, boats, boat trailers motorbikes, trail bikes snowmobiles, 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 eight 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 in the subdivision or additions without developer's approval.

5. Developer shall create a Hawthorne II, Hawthorne Acres, and Hawthorne Lake Condo Subdivisions Homeowner's 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 area's until it has been developed to the developer's satisfaction, at which time the area shall be turned over to the Association. The Area's 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 and shall remain in effect after said areas are turned over to the Homeowner's 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" broker's 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" broker's 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.

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 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.

CLAUSE IV

The restrictions, reservations and covenants set forth herein shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date that same are recorded, after which time such covenants shall be automatically extended to successive periods of ten years, unless an instrument in writing, executed by the then record owners of a majority of the lots in the subdivision and additions thereto, shall have been recorded in the office of the Recorder of Deeds of McLean County, Illinois, agreeing to change said covenants in whole or in part.

CLAUSE V

Invalidation of any one of the foregoing restrictions, reservations or covenants by judgment or by court order shall in no way affect any of the other provisions which shall remain in full force and effect, and a waiver or modification in any of them by developer as to any particular lot shall not in any way limit, restrict or bar the enforcement of them as to other lots or lot owners.

CLAUSE VI

All lot owners, their heirs, representatives and assigns shall maintain the gravity flow drainage system on the lot

owned. In cases where a drainage line adjoins or abuts two properties, the maintenance shall be shared on an equal basis by the lot owners. Repairs in areas other than on lots shall be shared equally by all lot owners above the areas repaired.

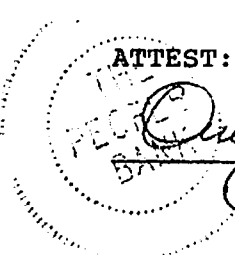
CLAUSE VII

The undersigned do hereby certify and covenant that they are the owner and developer of all of the property affected by this document and that they are authorized to execute the same.

IN WITNESS WHEREOF the undersigned as owner and developer of Hawthorne Acres Subdivision have executed this document for the uses and purposes herein set forth this ____ day of January, 1993.

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: Gary M. Ely Trust Officer

ATTEST:

Owen Mair
 Notary Public, State of Illinois

Larry D. Bielfeldt
 Larry D. Bielfeldt, Developer

STATE OF ILLINOIS)
) ss.
 COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Larry Bielfeldt, who is personally known to me to be the same person who signed the foregoing instrument as developer of Hawthorne Acres Subdivision and all additions thereto, and Gary M. Ely as trust officer and Owen Mair, Sr. V.P. & T.O. Cashier 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 and Cashier of The Peoples Bank of Bloomington, respectively, appeared before me this day in person and acknowledge that they signed, sealed and delivered said instrument as their free and voluntary act, and as to said Trust Officer and Sr. V.P. / Trust as free and voluntary act of said The Peoples Bank of Bloomington the free and voluntary act of said The Peoples Bank of Bloomington, Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 day of January, 1993.

February

Sara E. Fisher
Notary Public

This instrument prepared by:

Bielfeldt Realty, Inc.
211 Landmark Dr., Suite A-1
Normal, IL 61761
Phone: (309) 452-9431

"OFFICIAL SEAL"
SARA E. FISHER
Notary Public, State of Illinois
My Commission Expires 10/22/96

EXCULPATION CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in the form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee for the purpose or with the intention of binding said Trustee personally; and that this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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 $89^{\circ}-38'-06''$ with the last described course; thence north 1134.97 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ 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 $90^{\circ}-00'-00''$ with the last described course to said Point of Beginning.