

DEED RESTRICTIONS AND  
PROTECTIVE COVENANTS RELATING TO  
HAWTHORNE II LAKE SUBDIVISION BLOOMINGTON, ILLINOIS

The undersigned, hereinafter referred to as "owner" or "developer", are the owners of the property described and are 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 portion thereof, and shall apply to and bind the undersigned and his successors and assigns. Owner does hereby declare that the property hereinafter described is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

ARTICLE I

This deed restriction encumbers the following described property:

Lots 1 & 2, 4 - 24 and Outlot A in Hawthorne II Lake Subdivision, per plat recorded as part of this instrument

## ARTICLE II

To insure the best use and most appropriate development and improvement of each lot; to protect the owner's of each lot against such improper use of surrounding land as will depreciate the value of the property or any lot; to preserve as far as practicable the natural beauty of the property; to guard against the erection of any lot of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances of structures on each lot; to encourage and secure the erection of attractive homes with appropriate locations thereof on each lot; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to coordinate grade-lines in conformance with approved engineer's plans; 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 the lots, the property hereinabove described is hereby subject to the following conditions, restriction covenants, reservations and charges to-wit:

A. USE AND COMPLIANCE. Notwithstanding anything in these Deed Restrictions and Covenants, all structures and uses in existence on the date this instrument is recorded shall be deemed in compliance and shall be allowed and permitted to remain and continue in their existing configuration and manner, but shall not be expanded or changed unless the expansion or alteration complies

with these deed restrictions and covenants.

B. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. Buildings on one lot may be attached to one or more other buildings on other lots by party walls. Outlot A shall be owned by the Association and be used as a private road and common area.

C. STYLE AND SIZE OF HOMES.

1. The minimum square footage of living space (exclusive of enclosed porch, breezeway, or garage) above the ground of each attached living unit shall be as follows: 1600 sq. ft./unit;

2. At least 90% of exterior wall covering shall be brick.

D. LOCATION AND GRADE ELEVATION CONTROL. No building initially shall be erected and placed on any lot until the location of the structure on the lot, topography, and finish grade elevation shall have been approved by the city engineer who has developer's engineer's grading plan.

Each lot owner agrees to assume responsibility for manhole variations that might be required as a result of lot owner's grading, to make such adjustment, and to pay the actual costs of making said adjustment within ninety (90) days following written notice from the City. No change in grade shall be made without prior written approval of the city engineer.

E. GARAGE REQUIREMENTS. Each residence must be improved with at least a two-car garage attached to the residence, and each

garage shall have a paved driveway from a public or private street to the garage.

F. CONSTRUCTION MATERIALS. New building materials shall be used in construction. No modular construction shall be allowed; however, precut and/or preassembled trusses, wall sections and components may be used.

G. FOOTING TILE/SUMP PUMP REQUIREMENTS. Footing tile systems, if used, shall be installed off the footings and so that the bottom of the inside diameter is a minimum of one-half inch below the top of the footings. Footing tile and sump pump discharge shall be connected to sump pump collection tile. Sump pumps shall not be discharged to the ground.

H. MOTOR VEHICLE REPAIR. No inoperable motor vehicles shall be kept within the subdivision. Minor repairs on vehicles owned by lot owners may be performed provided such repair is performed within the garage and is completed within seven days from the date the repair is started.

I. MINIMUM SETBACK LINES. Minimum building setback line shall be depicted on the final plat of the subdivision recorded as part of this instrument and no structural encroachments into the front yard or corner front yard as depicted on said plat shall be authorized.

J. TEMPORARY STRUCTURES, OUTBUILDINGS AND YARD ENCROACHMENT. No structure of a temporary character, trailer, basement, or garage

shall be used on any lot at anytime as a residence, either temporarily or permanently or part thereof. No garage shall be converted to living space. No building shall be occupied until the exterior surface has been completed, including final painting if such construction calls for same. No T.V. antennas, storage sheds or buildings, or detached play houses, animal runs or pens, pet houses or other accessory structure shall be permitted. Satellite dishes to a limit of twenty four (24) inches diameter, maximum, will only be permitted as attached on the rear roof or rear siding of the house. Satellite dishes may not be attached to decks or porches, or on the sides or front of the house, or be installed on a separate frame in the yard.

K. PETS. No pets shall be kept in exterior pens, houses, runs or cages and only common household pets shall be allowed. No dogs shall be tied or chained outside or be permitted to run at large. All dogs shall be walked on leashes.

L. PARKING RESTRICTIONS. No trucks in excess of 3/4 ton in weight, semi cabs or trailers, travel trailers, recreational type vehicles, mobile homes, boats, boat trailers, etc. shall be kept on any lot in the subdivision for more than twenty four (24) consecutive hours two (2) or more times during any week, except entirely within the garage, nor shall such vehicles or equipment be parked on the public streets adjacent to the subdivision at any time. It shall be in violation of these covenants for any person

to park or store any motor vehicle on the private streets within the subdivision for more than forty eight (48) consecutive hours two (2) or more times during any week.

M. BURNING TRASH, ETC. Trash, garbage, paper or other waste shall not be burned on the premises outside of the residence.

N. INTOXICATING LIQUOR. No intoxicating liquor shall be sold on said premises, nor shall there be any other commercial use permitted on any lot.

O. SIGNS. No billboards or advertising signs, whether on a separate structure or on buildings, shall be located thereon, except those permitted by city ordinance and the usual contractor, real estate and house promotion signs during initial construction. No lighted signs shall appear through the windows of any structure.

P. RECREATIONAL FACILITIES. No in or out of ground swimming pools or tennis court are permitted.

Q. LANDSCAPING/ARCHITECTURAL COMMITTEE.

1. Creation. The Board of Directors shall create an Architectural Control Committee consisting of three (3) members appointed by the Association Board of Directors.

2. Vacancies. After initial appointment, the Landscaping/Architectural Committee shall become self-perpetuating, with vacancies filled by the remaining members. The Landscaping/Architectural Committee may act through a designated agent, which designation may be made

and revoked by written instrument, placed of record in the Office of the McLean County Recorder of Deeds.

3. Review and Approval of Members' Plans and Specifications for Additions.

A. No building, dwelling, sidewalk, drive, tent, awning, sculpture, pole, hedge, tree, garden, mass planting or other structure or excavation shall be commenced, erected, planted on, or removed from the Properties, nor shall any exterior addition to any such existing structure or change or alteration thereof be made until the plans and specifications therefor showing the nature, species, kind, shape, height, color, materials and location of the same, with accurate reference to lot lines and showing proposed grading, drainage and methods of soil control, (or so much of that information as the Architectural Control Committee deems relevant) shall have been submitted to and approved in writing by the Architectural Control Committee as to the harmony and compatibility of its external design and location, with the surrounding structures and topography by the Architectural Control Committee.

B. In approving or disapproving a Member's proposal, the Architectural Control Committee shall

consider:

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1. The extent to which the proposal conforms to the approved Planned Unit Development Plan;
2. The extent to which the proposal conforms with this Declaration;
3. The extent to which the proposal is comparable with the existing and proposed use or uses of adjoining or nearby properties;
4. The extent to which the proposal is consistent with and enhances the overall quality of Hawthorne II Lake Subdivision;
5. The extent to which maintenance and repair of the alteration or improvement will increase costs to the Association.

In the event the Committee fails to approve or disapprove any such proposal within forty-five (45) days after said plans and specifications have been fully submitted to it, or in any event, if no suit or other proceeding to enjoin or prevent the structure, addition, alteration or change has been commenced within ninety (90) days from the completion thereof, approval will not be required and the provisions of this Section shall be deemed to have been waived with respect to such structure, addition, alteration or



change.

C. The Architectural Control Committee shall, upon request, issue its Certificate of Completion and Compliance or approval following the action taken by the Committee on such approval.

D. The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, plating or any other plan or matter requiring approval as herein provided shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval. Neither said Committee nor any member thereof, not the Association, nor any subsidiary owners' association, nor the developer, nor the present owner of said real estate shall be in any way responsible or liable for any loss or damage, for any error or defect, which may or may not be shown on any plans and specifications, or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof, or the Association, or any subsidiary owners' association, or

the present owner or developer of the properties.

E. Any title company or person certifying, guaranteeing, or insuring title to any building site, lot or parcel in the property or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the Certificate signed by any member of the Architectural Control Committee, or any agent thereof appointed in accordance with the provisions herein, and any certificate shall fully protect any purchaser or encumbrance in good faith in acting thereon.

R. PARTY WALLS. All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two or more living units shall at all times be considered party walls, and each of the owners of lots upon which any such party wall shall stand, shall have the right to use said party wall below and above the surface of the ground and along the whole length of any part of the length thereof for the support of said dwelling unit and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained, to-wit:

1. No owner nor any successor in interest shall have the right to extend said party wall in any manner either in length, height or thickness.

2. No owner shall do anything to disturb the right of any other to use such party wall.

3. In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any dwelling unit which abuts on such party wall shall have the right to repair or rebuild such wall and the owner of each dwelling unit which abuts on such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

4. The foregoing provisions of this article notwithstanding, the owner of any living unit or other interested party shall retain the right to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions.

T. INSURANCE. Each owner shall at all times keep his respective living unit fully insured for the full insurable replacement cost thereof with coverage as provided above and shall name the other units of the dwelling structure as additional insured under the policy for the purpose of providing funds in those cases in which the owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss. Each owner, upon request from another in the same structure or association, shall deliver to said other owner or association a

certificate evidencing such insurance coverage and evidence of premium payment and that the policy remains in full force and effect. Each owner of a living unit shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any living unit which will increase the premium rate or insurance on the dwelling structure applicable for a residential use. No lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or any part thereof, or which would be in violation of the law.

### ARTICLE III

#### A. DEFINITIONS.

Section 1. Definitions. The following words and terms, when used in this clause, have the following meanings:

(a) "Association" shall mean and refer to Hawthorne II Lake Subdivision Property Owners Association (HIILSPCA), which may be incorporated as an Illinois not for profit corporation.

(b) The "Properties" shall mean and refer to the property described in these covenants, and any other property that may become subject to these covenants.

(c) "Common Properties" shall mean and refer to Outlot A, (Hawthorne Lake Drive), the easement over Lot 24, and facilities otherwise acquired by the Association by purchase, gift, lease or otherwise, to be devoted to the common use and enjoyment of the owners of the properties, including any common areas described in amendments to this deed restriction and set of protective covenants.

(d) "Lot" shall mean and refer to any improved or unimproved plot of land shown upon any recorded final subdivision plat of the properties, with the exception

of common properties as heretofore defined.

(e) "Member" shall mean every person with an ownership interest in a lot.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to any lot situated upon the properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(h) "Ownership interest in a lot" shall mean the interest held by any joint owner, tenant in common, joint tenant, co-owner of an undivided interest in a lot, or other person who, in connection with other persons, constitutes an owner, and those with contractual rights in a lot acquired through an Agreement for Deed - Deed in Escrow or comparable escrowed conveyance arrangement.

#### B. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

Section 1. Membership. Every person with an ownership interest in a lot which is a part of the Properties automatically and without further action, shall be a Member of the Association.

Section 2. Voting Rights. Members of the Association shall be entitled to vote in person or by proxy as follows: for each lot held in fee simple: one vote. When more than one person holds the fee simple title to any lot, such as under tenants by the entirety, joint tenants or tenants in common, the vote for such lot shall be exercised as the co-owners among themselves determine.

Section 3. By-Laws. The Association shall have and possess all powers necessary to carry out the responsibilities of the Association set forth in this Declaration and shall operate through an elected Board of Managers/Directors pursuant to these Covenants and the By-laws set forth as Exhibit B.

## C. PROPERTY RIGHTS IN THE COMMON PROPERTIES.

Section 1. Member's Easement of Enjoyment. Subject to the provisions of this Declaration and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Properties as such easement shall be appurtenant to and shall pass with the title to every Lot or interest therein.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipal, county, State, Federal or other public or quasi-public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association, provided that no such dedication or transfer of all or substantially all of the common elements shall become effective unless such dedication, transfer and determination as to purpose and conditions thereof shall be authorized by the vote in person or by proxy of two thirds of the votes cast at a duly called meeting. A true copy of such resolution, together with a certificate of the result of the vote taken thereon shall be made and acknowledged by the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties, prior to the recording thereof in the Office of the McLean County Recorder of Deeds. Such certificate shall be conclusive evidence of authorization by the membership.

## D. COVENANT FOR COMMON MAINTENANCE AND CAPITAL ASSESSMENTS.

Section 1. Creation of the Lien and Personal Obligation of Assessments. By acquiring an ownership interest in any lot in the Properties, each purchaser or grantee and his, her or its heirs, executors, administrators, successors and assigns agree to pay to the Association: (1) Annual Assessments; and (2) Special Assessments. Each such person shall be deemed to have consented to make such payments and to have

agreed to all the terms and provisions of this Declaration, whether or not a mention of such a provision was included in the contract, deed or other instrument by which he, she or it acquired title. The annual and special assessments of the association, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and shall constitute a continuing lien upon the land, lot and living unit against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or persons or entity who held such ownership interest at the time when the assessment fell due. In the case of co-ownership of a lot, all of such co-owners of the lot shall be jointly and severally liable.

Section 2. Purpose of Assessments.

(a) The Annual Assessments levied by the Association shall be used to promote the health, safety, pleasure and welfare of the owners of lots; to pay costs and expenses incident to the operation of the Association, including without limitation, the maintenance and repair of Hawthorne II Lake Drive and other facilities located on the land and other common properties, to provide services furnished by the Association, such as lawn care and snow removal on the common areas, individual lots, and to pay for the repair and replacement of improvements on the Common Properties, to pay all taxes and insurance premiums on or for the Common Properties, and all other costs and expenses incidental to the operation and administration of the Association and its facilities. The Association shall provide for the care and maintenance of the grounds from annual and special assessments levied and collected by the Association. Care and maintenance shall include without limitation the following:

- a. Lawn care for the grounds (~~ex~~<sup>in</sup>cluding watering)
- b. Snow removal on sidewalks, driveways and private road
- c. Landscaping maintenance and replacement on

- the common area grounds
- d. Insurance maintained by the Association
- e. Utility fees and charges to the Association
- f. Management fees and charges
- g. Taxes as required by local, state or federal authority
- h. Street.

(b) The Special Assessments shall be used to pay the cost of capital improvements or extraordinary maintenance, repair or replacement on or of the Common Areas and all expenses incidental thereto.

(c) Prior to the conveyance of the Common Property to the Association, all annual assessments and special assessments of the Association and all dues. Fees and assessments, including special assessments of any Subsidiary Owners' Association, shall be established, levied, collected and spent by the developer.

Section 3. Budget Preparation.

(a) The Association's Role:

1. Annually, the Managers/Directors of the Association shall prepare a budget showing the proposed receipts and expenditures for the next fiscal year. The budget shall include:

(a) The annual assessment of the Association by lot, which until January 1, 2006 shall not exceed:

\$1,800 per lot

(b) Any special assessments of the Association by lot

(c) Annual assessments are due on January 1st of each year, payable in advance, or quarterly payments made in advance on January 1st, April 1st, July 1st and October 1st. Partial years will be pro-rated.



2. The annual budget shall be prepared and distributed to owner of each lot not less than 30 days prior to the date of its adoption.

3. The Association Board shall give at least 10, but not more than 30, days written notice of any Association Board meeting at which the proposed annual budget is to be adopted, increased, or new assessment established.

4. Annually, after the close of the Association's fiscal year, the Association Board shall supply the owner of each lot an itemized accounting of the preceding year's receipts and disbursements, showing a tabulation of the amounts collected by account, excess or deficit in each account, and the amount of reserves on hand by account.

Section 5. List of Assessments, Notice of Assessment, Certificate as to Payment. The Board of Directors of the Association with respect to the Association, shall cause to be prepared, at least thirty (30) days in advance of the due date of each assessment, a list of the properties and all assessments applicable thereto, in alphabetical order, according to the names of the Owners thereof, which list shall be kept in the office of the Association and shall be open to inspection, upon request, by any owner of a lot or owner of an interest therein.

The Association shall, upon the request of any owner liable for an assessment or of the mortgagee of the Owner's premises, furnish to such Owner or mortgagee a certificate in writing, signed by an officer of the Association, setting forth whether or not such assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment. If the assessments are not paid promptly on the due date thereof, then such assessment shall become delinquent automatically and shall, together with interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the property

against which it is levied, which lien shall bind such property in the hands of the then owner, his, her or its heirs, executors, devisees, personal representatives, successors and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his, her, their or its personal obligation and shall not be a personal obligation of his, her, their or its successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment, together with interest thereon at the rate of twenty percent (20%) per annum may be enforced and collected by the Association with respect to Association charges and by each subsidiary owner association, or association on their behalf, with respect to the charges of any subsidiary owners association, by the institution of an action at law against the owner or owners personally obligated to pay the same, or by an action to foreclose the lien against the property, and there shall be added to the amount of such assessment and interest, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include, in addition to the assessment, interest, court costs and attorney's fees.

Section 7. Exempt Property. The following property subject to these covenants shall be exempt from the assessments, charge, and lien created herein: (a) all Common Properties as defined in Section 1 of Article I hereof.

#### ARTICLE IV

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.

## ARTICLE V

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 (20) years from the date that same are recorded, after which time such covenants shall be automatically extended to successive periods of ten (10) years. These covenants may be amended by written instrument executed by the then record owners of not less than 2/3 of the lots in the subdivision, which instrument shall have been recorded in the office of the Recorder of Deeds of McLean County, Illinois.

## CLAUSE VI

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 waive or modifications 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 VII

The undersigned does hereby certify and covenant that he is the owner and developer of all the property affected by this document and that he is authorized to execute the same.

IN WITNESS WHEREOF, the undersigned has executed this document for the uses and purposes herein set forth this 16<sup>th</sup> day of JUNE, 2005.

DAVID K. YOUKERS AND JAN E. YOUKERS, Husband and Wife as tenants by the entirety, with the consent of National City Bank and National City Mortgage Co.; COMMERCE BANK AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 26th day of February, 1992 AND KNOWN AS McLEAN COUNTY LAND TRUST NO. LDB-11, with the consent of Bank of Illinois; JOHN C. GIBSON AND GWEN GIBSON, Husband and Wife as joint tenants, with the consent of Busey Bank; WAYNE L. CASTER, JR. AND SANDRA F. CASTER, Husband and Wife as tenants by the entirety, MARK W. GRAHAM AND CANDACE L. GRAHAM, Husband and Wife as joint tenants; PATRICIA F. STARK as Trustee of the Patricia F. Stark Self Declaration of Trust dated August 9, 2002, with the consent of CitiMortgage, Inc.; SHARON L. HOLSTEIN; JOHN FRANKLIN, TRUSTEE OF THE EDITH FRANKLIN TRUST; J. C. EBACH AND MARY ELLEN EBACH as Joint Tenants, with the consent of Citizens Savings Bank; LARRY HECK AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED APRIL 8, 1994 AND KNOWN AS TRUST NO. 1; JOHN ROBERTSON AND KAY ROBERTSON, Husband and Wife as joint tenants; ROBERT H. FITCH AND BESSIE R. FITCH AS CO-TRUSTEES UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 5TH DAY OF

AUGUST, 1993, AS AMENDED, AND KNOWN AS THE FITCH FAMILY LIVING TRUST, with the consent of Heartland Bank and Trust Company; GRANT WILLIAM MACKEY, TRUSTEE OF THE GRANT WILLIAM MACKEY REVOCABLE LIVING TRUST DATED NOVEMBER 10, 2004 as to an undivided 1/2 interest and MARY JOAN MACKEY, TRUSTEE OF THE MARY JOAN MACKEY REVOCABLE LIVING TRUST DATED NOVEMBER 10, 2004 as to an undivided 1/2 interest, with the consent of CitiMortgage, Inc.; MARK A. KLINZING AS TRUSTEE OF THE ROY W. KLINZING QUALIFIED PERSONAL RESIDENCE TRUST DATED MAY 25, 2000 AS TO AN UNDIVIDED 1/2 INTEREST and MARK A. KLINZING AS TRUSTEE OF THE JANET D. KLINZING QUALIFIED PERSONAL RESIDENCE TRUST DATED MAY 25, 2000 AS TO AN UNDIVIDED 1/2 INTEREST; ROBERT L. CRUTCHER AND BETTY H. CRUTCHER, Husband and Wife as joint tenants, with the consent of Heartland Bank and Trust Company; ROBERT D. DRISCOLL AND DOLORES M. DRISCOLL, Husband and Wife as joint tenants; EDGAR E. LUNDEEN, JR. AND VIRGINIA K. LUNDEEN, Husband and Wife as joint tenants; LEONARD J. RICH AND MARY E. RICH, Husband and Wife as joint tenants, with the consent of Heartland Bank and Trust Company; CHARLES G. BEELER AND CHARLOTTE J. BEELER, Husband and Wife as joint tenants; JANET PRITTS; NANCY W. CALLIS; and HAWTHORNE II LAKE CONDOMINIUM OWNERS ASSOCIATION

THE NOTARIZED SIGNATURES OF OWNERS,  
MORTGAGEES AND LIEN HOLDERS OF RECORD ARE  
ATTACHED TO THE INSTRUMENT OF WHICH THESE  
DEED RESTRICTIONS AND PROTECTIVE COVENANTS  
ARE A PART

2005-17120

This instrument prepared by:  
Frank Miles  
Hayes, Hammer, Miles, Cox & Ginzkey  
202 North Center Street  
Bloomington, Illinois 61701  
309/828-7331

Return this instrument to:  
Frank Miles  
Hayes, Hammer, Miles, Cox & Ginzkey  
202 North Center Street  
Bloomington, Illinois 61701  
309/828-7331

I:\NANCY\LETTER\REALEST\Hawthorne2LakeCov

## EXHIBIT B

BY-LAWS  
OF THE HAWTHORNE II LAKE SUBDIVISION  
PROPERTY OWNERS ASSOCIATION

The administration of the Association, whether by a voluntary association of property owners or Board of Directors of a not-for-profit corporation, shall be governed by the following by-laws:

A. The property owners shall form an association. Each property owner shall automatically and without any other approval of consent be a member of the association.

B. The association shall have one class of membership.

C. The first meeting of the property owners association shall take place not more than 60 days after recording of the instrument.

D. Annual meetings of the association other than the first such meeting shall be in June.

E. A majority of the property owners shall constitute a quorum for meetings of the association.

F. Special meetings of the property owners association shall be called by the President, Board of Directors, or 20% of the property owners.

G. Written notice of any association membership meeting shall be mailed or delivered, giving members no less than 10 or no more than 30 days notice of the time, place and purpose of such meeting.

H. Voting Rights. Members of the Association shall be entitled to vote in person or by proxy as follows: for each lot held in fee simple: one vote. When more than one person holds the fee simple title to any lot, tenants by the entirety, joint tenants or tenants in common, the vote for such lot shall be exercised as the co-owners among themselves determine.

I. If only one of the multiple owners of a property is present at a meeting of the association, he is entitled to cast all the votes allocated to that property, if more than one of the multiple owners are present, the votes allocated to that property may be cast only in accordance with the agreement of a majority in interest of the multiple owners; the Board may determine that there is majority agreement if any one of the multiple owners cast the votes allocated to that property without protest being made promptly to the person presiding over the meeting by any of the other owners of the property.

J. A property owner may vote by proxy executed in writing by the property owner or by his duly authorized attorney in fact. Any such proxy shall be invalid after 11 months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution.

K. The affirmative vote of not less than two-thirds (2/3) of the votes of property owners at a meeting duly called for that purpose shall be required for: (1) merger or consolidation of the association; (2) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the association; and (3) the purchase or sale of land or of properties on behalf of all property owners.

L. At the first meeting and at each annual meeting thereafter, the association shall elect five (5) members as the Board of Directors to serve for two (2) years and until their successors are elected. All members shall be elected at large. Board members may be removed for cause by a majority vote of the Association. The board shall serve without compensation. Expenses may be reimbursed. Vacancies on the Board or among the officers shall be filled by a 2/3 vote of the remaining members of the Board, until the next meeting of property owners or for a period terminating no later than 30 days following the filing of a petition signed by property owners holding 20% of the votes of the association, requesting a special meeting of the property owners to fill the vacancy for the balance of the term.

M. The Board shall have all powers and duties granted or imposed by law except such powers and duties reserved by law, the declaration or these by-laws to the members of the Association.

N. Each property owner shall receive, at least 30 days prior to the adoption thereof by the Board of Directors, a copy of the proposed annual budget.

O. The Board of Directors shall annually supply to all property owners an itemized accounting of the common expenses for the preceding year actually incurred and paid, together with a



tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

P. Each property owner shall receive notice, in the same manner as is provided for association membership meetings, of any meeting of the Board of Directors concerning the adoption of the proposed annual budget or any increase therein, or the establishment of any special assessment. If an adopted budget requires assessment against the property owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Directors, upon written petition by property owners, with 20 percent (20%) of the votes of the association filed within 14 days of the Board action, shall call a meeting of the property owners within 30 days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the property owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the association property, and anticipated expenses by the association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

Q. Meetings of the Board of Directors shall be open to any property owner, except for the portion of any meeting held: (1) to discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the Board of Directors finds that such an action is probable or imminent, (2) to consider information regarding appointment, employment or dismissal of an employee, or (3) to discuss violations of rules and regulations of the association or a property owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any property owner. Any property owner may record the proceedings at meetings required to be open by this Act by tape, film or other means. However, the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Copies of notices of meetings of the Board of Directors shall be posted in a common area, entrance-ways or other such conspicuous places at least 48 hours prior to the meeting of the Board of Directors.

R. The Board shall meet at least four times annually and no member of the Board or officer shall be elected for a term of more than two years. Officers and Board members may succeed

themselves.

S. A majority shall constitute a quorum of the Board.

T. A president shall be elected by the Board of Directors from among the Board of Directors, who shall preside over the meetings of the Board of Directors and of the property owners.

U. The President of the Board of Directors shall be authorized to mail and receive all notices and execute amendments to HIILPOA instruments as provided for in the HIILPOA instruments.

V. A secretary shall be elected by the Board of Directors who shall keep the minutes of all meetings of the Board of Directors and of the property owners and who shall, in general, perform all the duties incident to the office of secretary.

W. A treasurer shall be elected by the Board of Directors. The treasurer shall collect all assessments, fees, charges, or other revenues or funds of the Association and shall keep all financial records and reports insofar as they relate to the Association.

X. The Board shall determine a method of estimating the amount of the annual budget and the manner of assessing and collecting from the property owners their respective shares of such estimated minimum expenses, expenses for limited common elements, and any other expenses lawfully agreed upon.

Y. Upon a ten-day notice and payment of a reasonable fee, any property owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments.

Z. The Board shall be responsible for the designation and removal of personnel necessary for the maintenance, repair and replacement of the common elements and required to carry out the functions and responsibilities of the Association.

Without limitation the Board shall do and perform the following as a common expense of the property owners.

1. control the common areas, including the private road and easement.
2. Maintain public liability insurance.
3. Authorize and pay accounting, audit, legal, and other professional assistance.
4. Pay income taxes, if any.
5. Pay printing, mailing, administrative and management

- expenses.  
6. Maintain reasonable reserves.

Without limitation the respective property owner is responsible for the following:

1. The cleanliness and maintenance of each property (building and grounds).

In the event the property owner fails to perform such work, the Board may, after notice, perform such work at the expense of the property owner on which the work is performed.

AA. The Board shall determine a method of adopting and of amending administrative rules and regulations governing the operation and use of the common and limited common elements.

BB. The affirmative vote of a majority of the property owners shall be required to modify or amend the by-laws.

CC. The association shall have no authority to forebear the payment of assessments by any unit owner.

DD. When 30% or fewer of the properties, by number, possess over 50% in the aggregate of the votes in the association, any percentage vote of member specified herein or in the association instruments shall require the specified percentage by number of properties rather than by percentage of interest in the common elements allocated to properties that would otherwise be applicable.

2005-17120

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor(s) DAVID K. YOUKERS AND JAN E. YOUKERS, Husband and Wife as tenants by the entirety, with the consent of National City Bank and National City Mortgage Co.; COMMERCE BANK AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 26th day of February, 1992 AND KNOWN AS McLEAN COUNTY LAND TRUST NO. LDB-11, with the consent of Bank of Illinois; JOHN C. GIBSON AND GWEN GIBSON, Husband and Wife as joint tenants, with the consent of Busey Bank; WAYNE L. CASTER, JR. AND SANDRA F. CASTER, Husband and Wife as tenants by the entirety, MARK W. GRAHAM AND CANDACE L. GRAHAM, Husband and Wife as joint tenants; PATRICIA F. STARK as Trustee of the Patricia F. Stark Self Declaration of Trust dated August 9, 2002, with the consent of CitiMortgage, Inc.; SHARON L. HOLSTEIN; JOHN FRANKLIN, TRUSTEE OF THE EDITH FRANKLIN TRUST; J. C. EBACH AND MARY ELLEN EBACH as Joint Tenants, with the consent of Citizens Savings Bank; LARRY HECK AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED APRIL 8, 1994 AND KNOWN AS TRUST NO. 1; JOHN ROBERTSON AND KAY ROBERTSON, Husband and Wife as joint tenants; ROBERT H. FITCH AND BESSIE R. FITCH AS CO-TRUSTEES UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 5TH DAY OF AUGUST, 1993, AS AMENDED, AND KNOWN AS THE FITCH FAMILY LIVING TRUST, with the consent of Heartland Bank and Trust Company; GRANT WILLIAM MACKEY, TRUSTEE OF THE GRANT WILLIAM MACKEY REVOCABLE LIVING TRUST DATED NOVEMBER 10, 2004 as to an undivided 1/2 interest and MARY JOAN MACKEY, TRUSTEE OF THE MARY JOAN MACKEY REVOCABLE LIVING TRUST DATED NOVEMBER 10, 2004 as to an undivided 1/2 interest, with the consent of CitiMortgage, Inc.; MARK A. KLINZING AS TRUSTEE OF THE ROY W. KLINZING QUALIFIED PERSONAL RESIDENCE TRUST DATED MAY 25, 2000 AS TO AN UNDIVIDED 1/2 INTEREST and MARK A. KLINZING AS TRUSTEE OF THE JANET D. KLINZING QUALIFIED PERSONAL RESIDENCE TRUST DATED MAY 25, 2000 AS TO AN UNDIVIDED 1/2 INTEREST; ROBERT L. CRUTCHER AND BETTY H. CRUTCHER, Husband and Wife as joint tenants, with the consent of Heartland Bank and Trust Company; ROBERT D. DRISCOLL AND DOLORES M. DRISCOLL, Husband and Wife as joint tenants; EDGAR E. LUNDEEN, JR. AND VIRGINIA K. LUNDEEN, Husband and Wife as joint tenants; LEONARD J. RICH AND MARY E. RICH, Husband and Wife as joint tenants, with the consent of Heartland Bank and Trust Company; CHARLES G. BEELER AND CHARLOTTE J. BEELER, Husband and Wife as joint tenants; JANET PRITTS; NANCY W. CALLIS; and HAWTHORNE II LAKE CONDOMINIUM OWNERS ASSOCIATION,

of the City of Bloomington, County of McLean and State of Illinois for and in the consideration of the sum of Ten Dollars and no/100 (\$10.00) and other Good and Valuable Consideration in hand paid, CONVEY(S) and WARRANT(S) to:

Grantee(s) **DAVID K. YOUKERS AND JAN E. YOUKERS**, Husband and Wife as tenants by the entirety as to:

**Lot 1 in Hawthorne II Lake Subdivision, per plat recorded as a part of this instrument**

**P.I.N.: Part of (42) 15-30-456-001**

subject to a mortgage to National City Bank recorded as Document No. 2004-27119 and a mortgage to National City Mortgage Co. recorded as Document No. 2004-27118, each of which the Grantees assume and agree to pay;

Grantee(s) **COMMERCE BANK AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 26TH DAY OF FEBRUARY, 1992 AND KNOWN AS McLEAN COUNTY LAND TRUST NO. LDB-11** as to:

**Lots 2, 4 and 5 in Hawthorne II Lake Subdivision, per plat recorded as a part of this instrument;**

**P.I.N.: Part of (42) 15-30-456-002; 15-30-456-003; 15-30-456-004; 15-30-456-005**

subject to a mortgage to Bank of Illinois recorded as Document No. 2003-62330, which Grantee assumes and agrees to pay

Grantee(s) **JOHN C. GIBSON AND GWEN GIBSON**, Husband and Wife as joint tenants as to:

**Lot 6 in Hawthorne II Lake Subdivision, per plat recorded as a part of this instrument;**

**P.I.N.: Part of (42) 15-30-456-006**

subject to a mortgage to Busey Bank recorded as Document No. 2003-20852, which the Grantees assume and agree to pay;

Grantee(s) **WAYNE L. CASTER AND SANDRA F. CASTER**, Husband and Wife as tenants by the entirety as to:

**Lot 7 in Hawthorne II Lake Subdivision, per plat recorded as a part of this instrument;**

**P.I.N.: Part of (42) 15-30-456-007;**

Grantee(s) **MARK W. GRAHAM AND CANDACE L. GRAHAM**, Husband and Wife as joint tenants as to:

**Lot 8 in Hawthorne II Lake Subdivision, per plat recorded as**

a part of this instrument;  
P.I.N.: Part of (42) 15-30-456-008

Grantee(s) PATRICIA F. STARK, as Trustee of the Patricia F. Stark Self Declaration of Trust dated August 9, 2002 as to:

Lot 9 in Hawthorne II Lake Subdivision, per plat recorded as a part of this instrument;  
P.I.N.: Part of (42) 15-30-456-009

subject to a mortgage to CitiMortgage, Inc., which Grantee assumes and agrees to pay;

Grantee(s) SHARON HOLSTEIN, as to:  
Lot 10 in Hawthorne II Lake Subdivision, per plat recorded as a part of this instrument;  
P.I.N.: Part of (42) 15-30-456-010;

subject to a mortgage to Countrywide Mortgage, which Grantee assumes and agrees to pay;

Grantee(s) JOHN FRANKLIN, Trustee of the Edith Franklin Trust, as to:  
Lot 11 in Hawthorne II Lake Subdivision, per plat recorded as a part of this instrument;  
P.I.N.: Part of (42) 15-30-456-011

Grantee(s) J. C. EBACH AND MARY ELLEN EBACH as Joint Tenants, as to:  
Lot 12 in Hawthorne II Lake Subdivision, per plat recorded as a part of this instrument;  
P.I.N.: Part of (42) 15-30-456-012

subject to a mortgage to Citizens Savings Bank recorded as Document No. 2003-40850, which Grantees assume and agree to pay;

Grantee(s) LEROY HECK as Trustee under the provisions of a trust agreement dated April 8, 1994 and known as Trust No. 1 as to:  
Lot 13 in Hawthorne II Lake Subdivision, per plat recorded as a part of this instrument;  
P.I.N.: Part of (42) 15-30-455-001

Grantee(s) JOHN ROBERTSON AND KAY ROBERTSON, Husband and Wife as joint tenants as to:  
Lot 14 in Hawthorne II Lake Subdivision, per plat recorded

as a part of this instrument;  
P.I.N.: Part of (42)

2005-17120

subject to a mortgage to Washington Mutual, which Grantees assume and agree to pay;

Grantee(s) ROBERT H. FITCH AND BESSIE R. FITCH, AS CO-TRUSTEES UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 5TH DAY OF AUGUST, 1993, AS AMENDED, AND KNOWN AS THE FITCH FAMILY LIVING TRUST as to:

Lot 15 in Hawthorne II Lake Subdivision, per plat recorded as a part of this instrument;  
P.I.N.: Part of (42) 15-30-456-013

subject to a mortgage to Heartland Bank and Trust Company recorded as Document No. 2003-12543, which Grantees assume and agree to pay;

Grantee(s) GRANT WILLIAM MACKEY AS TRUSTEE OF THE GRANT WILLIAM MACKEY REVOCABLE LIVING TRUST DATED NOVEMBER 10, 2004 as to an undivided 1/2 interest and MARY JOAN MACKEY AS TRUSTEE OF THE MARY JOAN MACKEY REVOCABLE LIVING TRUST DATED NOVEMBER 10, 2004 as to an undivided 1/2 interest, as to:

Lot 16 in Hawthorne II Lake Subdivision, per plat recorded as a part of this instrument;  
P.I.N.: Part of (42) 15-30-456-014

subject to a mortgage to CitiMortgage, Inc., which Grantees assume and agree to pay;

Grantee(s) MARK A. KLINZING, as Trustee of the Roy W. Klinzing Qualified Personal Residence Trust dated May 25, 2000 as to an undivided 1/2 interest, and MARK A. KLINZING, as Trustee of the Janet D. Klinzing Qualified Personal Residence Trust dated May 25, 2000 as to an undivided 1/2 interest, as to:

Lot 17 in Hawthorne II Lake Subdivision, per plat recorded as a part of this instrument;  
P.I.N.: (42) 15-30-456-015;

Grantee(s) ROBERT L. CRUTCHER AND BETTY H. CRUTCHER, Husband and Wife as joint tenants, as to:

Lot 18 in Hawthorne II Lake Subdivision, per plat recorded as a part of this instrument;  
P.I.N.: Part of (42) 15-30-456-016

subject to a mortgage to Heartland Bank and Trust Company, which

Grantees assume and agree to pay;

Grantee(s) **ROBERT D. DRISCOLL AND DOLORES M. DRISCOLL**,  
Husband and Wife as joint tenants, as to:  
Lot 19 in Hawthorne II Lake Subdivision, per plat recorded  
as a part of this instrument;  
P.I.N.: Part of (42) 15-30-456-017;

Grantee(s) **EDGAR E. LUNDEEN, JR. AND VIRGINIA K. LUNDEEN**,  
Husband and Wife as joint tenants, as to:  
Lot 20 in Hawthorne II Lake Subdivision, per plat recorded  
as a part of this instrument;  
P.I.N.: Part of (42) 15-30-456-018;

Grantee(s) **LEONARD J. RICH AND MARY E. RICH**, Husband and  
Wife as joint tenants, as to:  
Lot 21 in Hawthorne II Lake Subdivision, per plat recorded  
as a part of this instrument;  
P.I.N.: Part of (42) 15-30-456-019;

subject to a mortgage to Heartland Bank and Trust Company  
recorded as Document No. 2001R37360, and a mortgage to Heartland  
Bank and Trust Company recorded as Document No. 2002-43022, which  
Grantees assume and agree to pay;

Grantee(s) **CHARLES G. BEELER AND CHARLOTTE J. BEELER**,  
Husband and Wife as joint tenants, as to:  
Lot 22 in Hawthorne II Lake Subdivision, per plat recorded  
as a part of this instrument;  
P.I.N.: Part of (42) 15-30-456-020

subject to a mortgage to Chase Manhattan Mortgage Corporation,  
which Grantees assume and agree to pay;

Grantee(s) **JANET PRITTS**, as to:  
Lot 23 in Hawthorne II Lake Subdivision, per plat recorded  
as a part of this instrument;  
P.I.N.: Part of (42) 15-30-456-021

Grantee(s) **NANCY W. CALLIS**, as to:  
Lot 24 in Hawthorne II Lake Subdivision, per plat recorded  
as a part of this instrument;  
P.I.N.: Part of (42) 15-30-456-022

Grantee(s) **HAWTHORNE II LAKE SUBDIVISION PROPERTY OWNERS  
ASSOCIATION** as to:



2005-17120

Outlot A (Hawthorne Lake Drive) per plat recorded as part of this instrument;

all situated in the County of McLean and State of Illinois. Grantor(s) hereby release(s) and waive(s) all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

The Grantee(s) assume(s) and agree(s) to pay the 20\_\_ and subsequent years real estate taxes and take(s) title subject to such taxes and zoning ordinances, easements, restrictions and conditions of record.

DATED THIS 15 DAY OF JUNE, 2005.

THE NOTARIZED SIGNATURES OF OWNERS,  
MORTGAGEES AND LIEN HOLDERS OF RECORD ARE  
ATTACHED TO THE INSTRUMENT OF WHICH THIS DEED  
IS A PART

EXEMPT UNDER PROVISIONS OF PARAGRAPH e,  
SECTION 4 REAL ESTATE TRANSFER TAX ACT

6/15/05  
DATE

[Signature]  
BUYER, SELLER OR REPRESENTATIVE

This document prepared by:  
Frank Miles  
Hayes, Hammer, Miles, Cox & Ginzkey  
202 North Center Street  
Bloomington, Illinois 61701  
309/828-7331

Send tax notice to:  
David K. & Jan E. Youkers  
(42) 15-30-456-001  
10 Inglewood Dr.  
Bloomington, IL 61704

Commerce Bank, Trustee  
(42) 15-30-456-002, 15-30-456-003,  
15-30-456-004, 15-30-456-005  
3004 GE Road  
Bloomington, IL 61704

John C. & Gwen Gibson  
(42) 15-30-456-006  
20 Inglewood  
Bloomington, IL 61704

Wayne L. & Sandra F. Caster  
(42) 15-30-456-007  
3004 GE Road (22 Inglewood)  
Bloomington, IL 61704

Mark W. & Candace L. Graham  
(42) 15-30-456-008  
24 Inglewood  
Bloomington, IL 61704

Patricia F. Stark, Trustee  
(42) 15-30-456-009  
8 Country Club Place  
Bloomington, IL 61701

Sharon Holstein  
(42) 15-30-456-020  
28 Inglewood  
Bloomington, IL 61704

John Franklin, Trustee  
(42) 15-30-456-011  
102 Hawthorne Lake Dr.  
Bloomington, IL 61704

J. C. & Mary Ellen Ebach  
(42) 15-30-456-012  
104 Hawthorne Lake Dr.  
Bloomington, IL 61704

Leroy Heck, Trustee  
(42) 15-30-455-001  
106 Hawthorne Lake Dr.  
Bloomington, IL 61704

John & Kay Robertson  
(42) 15-30-455-002  
108 Hawthorne Lake Dr.  
Bloomington, IL 61704

2005-17120

Robert H. & Bessie R. Fitch, Co-Trustees  
(42) 15-30-456-013  
110 Hawthorne Lake Dr.  
Bloomington, IL 61704

Grant William Mackey, Trustee and Mary J. Mackey, Trustee  
(42) 15-30-456-014  
112 Hawthorne Lake Dr.  
Bloomington, IL 61704

Mark A. Klinzing, Trustee  
(42) 15-30-456-015  
114 Hawthorne Lake Dr.  
Bloomington, IL 61704

Robert L. & Betty H. Crutcher  
(42) 15-30-456-016  
6304 Pebble Beach Dr.  
Vallejo, CA 95491 (116 Hawthorne Lake Dr., Bloomington, IL 61704)

Robert D. & Dolores M. Driscoll  
(42) 15-30-456-017  
118 Hawthorne Lake Dr.  
Bloomington, IL 61704

Edgar E. Lundeen, Jr. & Virginia K. Lundeen  
(42) 15-30-456-018  
120 Hawthorne Lake Dr.  
Bloomington, IL 61704

Leonard J. & Mary E. Rich  
(42) 15-30-456-019  
122 Hawthorne Lake Dr.  
Bloomington, IL 61704

Charles G. & Charlotte J. Beeler  
(42) 15-30-456-020  
124 Hawthorne Lake Dr.  
Bloomington, IL 61704

Janet Pritts  
(42) 15-30-456-021  
126 Hawthorne Lake Dr.  
Bloomington, IL 61704

Nancy W. Callis

2005-17120

(42) 15-30-456-022  
128 Hawthorne Lake Dr.  
Bloomington, IL 61704

Hawthorne II Lake Property Owners Association  
c/o Edgar E. Lundeen, Jr.  
(42) 15-30-456-018  
120 Hawthorne Lake Dr.  
Bloomington, IL 61704

Return this document to:  
Frank Miles  
Hayes, Hammer, Miles, Cox & Ginzkey  
202 North Center Street  
Bloomington, Illinois 61701  
309/828-7331

I:\NANCY\LETTER\REALEST\Hawthorne2Deed