

PROTECTIVE COVENANTS RELATING TO THE GROVE ON
KICKAPOO CREEK SUBDIVISION

BEING RECORDED TO **AMEND** COVENANTS
RECORDED
MAY 16, 2007
AS DOCUMENT NUMBER **2007-12282**

AMENDED
PROTECTIVE COVENANTS RELATING TO THE
GROVE ON KICKAPOO CREEK SUBDIVISION, BLOOMINGTON, ILLINOIS

KNOW BY ALL MEN THESE PRESENTS:

That undersigned as Grantor for all of the owners and developers of said land hereinafter described as THE GROVE ON KICKAPOO CREEK 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 of and pass with said property and each and every parcel and lot thereof, and shall apply to and bind the undersigned and its successors and assigns, hereby declares 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, 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, to-wit:

Lots 1 through 9, inclusive, Lots 44 and 45, Lots 70 and 71, Lot 140, Lots 151 through 154, inclusive, Lots 163 and 164, Lots 175 through 196, inclusive, and Outlets 197 and 198, in The Grove on Kickapoo Creek Subdivision, Bloomington, Illinois, according to the plat thereof recorded on the 7th day of May, 2007 as document number 2007-11268.

P.I.N: part of 22-08-400-004

Said lots above are to be identified as "the Subdivision" for the purposes of this instrument.

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 set-backs from streets; to coordinate grade-lines in conformance with such plans as prepared by Farnsworth Group, Inc.; and in general to provide adequately for a high quality 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, LAND USE AND BUILDING TYPE. Except for Outlets 197 and 198, all lots shall be used for residential purposes. No building shall be erected, placed, or permitted to remain on any lot other than a single-family dwelling.

B, MINIMUM SQUARE FOOTAGE. The minimum square footage of living space (exclusive of enclosed porch, breezeway, or garage) above the ground of each residence constructed shall be as follows:

For Lots 1 through 8, inclusive, and 45 and 70, inclusive, the minimum square footage is:

RANCH STYLE (square feet on one level)	1,780
TWO-STORY (square feet on two floors)	2,200
ONE and ONE-HALF STORY (square feet above grade)	1,960

OTHER PLANS - square footage requirements and approval must be in writing by either Laurence Hundman or Victor E. Annstrong, Jr. before building pennit is requested.

For Lot 9 the minimum square footage is:

RANCH STYLE (square feel on one level)	2,250
TWO-STORY (square feet on two floors)	2,800
ONE and ONE-HALF STORY (square feet above ground)	2,500

OTHER PLANS - square footage requirements and approval must be in writing by either Laurence Hundman or Victor E. Armstrong, Jr. before building permit is requested.

For Lot 44 the minimum square footage is:

RANC11 STYLE (square feet on one level) 2,100

1'WO-STORY (square feet on two floors) 2.600

ONE and ONE-HALF STORY (square feet above ground) 2,320

OTHER PLANS - square footage requirements and approval must be in writing by either Laurence Hundman or Victor E. Armstrong, Jr. before building permit is requested.

4. For Lots 71, 140, 151 through 154, inclusive, 163, 164 and 175 through 196, inclusive, the minimum square footage is:

RANCH STYLE (square feet on one level) 1,375

TWO-STORY (square feet on two floors) 1,700

ONE and ONE-HALF STORY (square feet above ground) 1,525

OTHER PLANS - square footage requirements and approval must be in writing by either Laurence Hundman or Victor E. Armstrong, Jr. before building permit is requested.

C. **APPROVAL OF' PLANS.** All building plans must be approved in writing by Victor E. Armstrong, Jr and Laurence Hundman. Approval of building plans must be received prior to obtaining any building or excavation permit, and such approval is a condition precedent to the commencement of construction. No bi-level plans are allowed. Plans may lie rejected by either Victor E. Armstrong, Jr. or Laurence Hundman if the plan in general, or any part thereof, is determined in the sole discretion of Victor E. Armstrong, Jr. or Laurence Hundman not to be in the best interest of The Grove On Kickapoo Subdivision. Each home shall have a flout brick requirement as follows:

1. For Lots 1 through 8, inclusive, 45 and 70, inclusive, the front of the home shall have a minimum of400 square feet of brick or stone.

2. For Lot 9 the front of the home shall be either ail brick or stone, or a minimum of 800 square feet of brick or stone with an architectural faux shake except for the gable.

3. For Lot 44 the front of the home shall be all brick or stone, or a minimum of 800

square feet of brick or stone with an architectural faux shake except for the gable,

4. For Lot 71, 140, 151 through 154, inclusive, 163, 164 and 175 through 196, inclusive, the front of the home shall have a minimum of 150 square feet of brick or stone.

The owner of each home in the subdivision shall be required to maintain a mailbox which is selected by the developers for the subdivision and can be purchased by a home owner at a retail location or locations identified by the developers. The developers do hereby require that all mailboxes be uniform in style and appearance, selected solely by the developer. It is the intention that the mailboxes be identical in appearance. The mail boxes may be purchased at Hundman Lumber.

D. 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 in writing by either Victor E. Armstrong, Jr. or Laurence Hundman. Said approval shall be received prior to obtaining any building or excavation permit.

The minimum finish grade and the front foundation of the house shall be as established by the grade map prepared by Farnsworth Group, Inc., and accepted by the City of Bloomington so as to provide the minimum requirements above the top of the curb at the center of the lot.

Lot owner agrees to assume any 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 either Victor E. Armstrong, Jr. or Laurence Hundman.

E. GARAGE REQUIREMENTS. Each residence must be improved with not less than a two-car nor more than a three-car garage attached to the residence, and each garage shall have a paved driveway from the street to the garage.

F. CONSTRUCTION MATERIALS. New building materials shall be used in construction. No completely modular construction shall be allowed; however, pre-cut and/or preassembled components may be used. Construction materials, including but not limited to all exterior siding must be approved with the building plans as provided for in Paragraph C above.

No concrete or concrete block foundation shall be exposed to an excessive height, taking into account the type of construction involved.

G. FOUNDATION REQUIREMENTS. All residences shall have basements or crawl spaces, and no construction shall be allowed on slabs.

H. FOOTING TILE REQUIREMENTS. Footing tile systems 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.

No footing tile nor downspouts shall be connected to the sanitary sewer system; no surface water shall be allowed in the footing tile drainage system, except upon written approval of developer.

I. SET-BACK REQUIREMENTS. All residences shall be set back from the lot lines as follows:

1. Lots 1 through 8, inclusive, and 45 and 70 inclusive
 - a. Front yard setback 30 feet
 - b. Side yard setback 6 feet
 - c. Rear yard setback 30 feet
2. Lot 9:
 - a. Front yard setback 35 feet
 - b. Side yard setback 6 feet
 - c. Rear yard setback 30 feet
3. Lot 44:
 - a. Front yard setback 30 feet
 - b. Side yard setback 6 feet
 - c. Rear yard setback 30 feet
4. Lots 71, 140, 151 through 154, inclusive, 163, 164 and 175 through 196 inclusive:
 - a. Front yard setback 25 feet

- b. Side yard setback 6 feet
- c. Rear yard setback 25 feet

J. DETACHED BUILDINGS. No detached buildings or outbuildings shall be constructed or permitted in the subdivisions.

K. TEN! PORARY S STRUCTURES. No structure of temporary character, trailer, basement, or garage shall be used on any lot at any time as a residence, either temporary or permanently. No building shall be occupied until the exterior surface has been completed, including final painting if such construction calls for same. No basement shall be occupied as a residence without an above grade home first being constructed.

L. SURPLUS DIRT. No surplus dirt shall be moved from the subdivision and any surplus dirt arising from construction shall be dumped in any area provided for in the subdivision or a future phase of the subdivision, unless approved in writing by either Victor E. Armstrong, Jr. or Laurence I-lundman.

M. LANDSCAPING. All lots must be sodded in the front yard and sodded or seeded in side and rear yards prior to occupancy, or if inclement weather prohibits, as soon as the weather permits alter occupancy, all at the expense of the home builder or home owner. The developer shall not provide either sod or seed. Within one year of the initial occupancy pennit for each lot, the first homeowner must plant trees as follows:

1. Lots 1 through 8, inclusive, lots 45 and 70, inclusive: Three trees (two in front yard and one in back yard) at least two inches in diameter, with at least one of the trees being an Oak tree.
2. Lot 9: Three trees (two in front yard and one in backyard) at least two inches in diameter with al least one of the trees being an Oak tree.
3. Lot 44: Three trees (two in front yard and one in backyard) at least two inches in diameter with at least one of the trees being an Oak tree
4. Lots 71, 140, 151 through 154, inclusive, 163, 164 and 175 tluough 196, inclusive: Two trees (one in front yard and one in back yard) at least two inches in diameter with at least one of the trees being an Oak tree.

Other than the Oak trees listed above, the other trees which are planted to satisfy the requirements of this Paragraph M must come from the following varieties of trees: Maple (Red & Sugar), Ohio Buckeye, River Birch, Ash (white & green), Oak (white, chinkapin & red), Basswood, Hornbeam, Sassafras, Blackgum.

N. FENCES AND WALLS. No fence shall exceed in height the limitations set by the municipal code of the City of Bloomington. Any boundary fence shall be a minimum of six inches inside the property line of the party so constructing same. Notwithstanding any other provision contained herein, prior to construction, all fencing materials, locations, and plans must be approved in writing by either Victor E. Armstrong, Jr. or Laurence Hundman. Said approval shall be received prior to obtaining any building permit, and such approval is a condition precedent to the commencement of construction. All lots shall be required to have white vinyl fence around any patio with a swimming pool, and/or exterior hot tub. The type offence eligible for approval shall be shadow box, black aluminum, black iron, and white vinyle for perimeter lot fencing; provided, however, that only white vinyl fencing may be constructed on Lots 1 through 8, and 183 through 196 inclusive, and only black iron fencing may be constructed on Lot 9. No lot shall contain any rail fence,

O. UTILITY SERVICES. All buildings on said premises must be supplied by underground electrical systems and utility distribution systems and services.

P. LOT MAINTENANCE. A) lot owners shall maintain the lots in such manner as to keep grass and weeds mowed so that they do not exceed a height of eight inches (8"). A failure of die lot owner to comply with this provision shall authorize developer, without notice to the lot owner, to have the lot mowed and to charge the cost thereof to the lot owner, and to take legal action against the lot owner to collect for the cost of mowing if the same has been paid by developer, and further to collect from the lot owner all court costs and reasonable attorney's fees incurred in collecting the mowing charge whether through negotiation or litigation.

Q. PETS. No pets shall be kept in exterior pens or cages, and only common household pets shall be allowed; no commercial or barnyard animals shall be allowed in the Subdivision.

R. PARKING RESTRICTIONS. No trucks, travel trailers, recreational type vehicles, mobile homes, boats, boat trailers, motor bikes or trail bikes, etc., shall be kept on the lot or in the Subdivision except entirely within the garage.

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

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

U. **SIGNS.** No billboards or advertising signs, whether on a separate structure or on a building, shall be permitted, except those permitted by city ordinance and the usual contractor, real estate, and house promotion signs during initial construction of a home. No interior advertising or signage shall be visible from the exterior. One customary unlighted for sale sign may be permitted on the premises when a home is for sale, whether placed by a realtor or a homeowner.

V. **RECREATIONAL FACILITIES.** Any recreational facility, such as a swimming pool, tennis court, etc., does require written approval by either Victor E. Armstrong, Jr. or Laurence Hundman. No pools above ground level will be permitted under any circumstance.

W. **SATELLITE DISHES.** No satellite dishes or other similar type transmission and/or reception facilities in excess of eighteen inches (18") in diameter shall be allowed, whether attached to any structure or free standing and must be placed in the back of house within 10 feet from the back property line. No ham radio tower or other type of tower is permitted at any location. No reception or transmission device for television signals or other purposes is permitted on the front of a home.

X. **DRIVEWAY, SIDEWALK, CURB, AND (HITTER DAMAGE).** All driveway aprons (being that portion of the driveway from the street to the property line) shall be of concrete. The lot owner agrees to be responsible for the installation of the city walks and the condition of the sidewalk, curb, and gutter on the above-described property. In the event that same is broken or in any way damaged during any construction on the above-described lot, the lot owner agrees to assume the responsibility for same and to pay the actual costs of repair or replacement of same. Said repairs must be done within ninety (90) days following written notice by developer and/or the City of Bloomington.

Y. **PERFORMANCE TIME REQUIREMENTS.** Purchasers specifically agree that if they have not stalled construction of a residence on the property contracted for within two (2) years from the date of said contract, then in such event developer is herewith given exclusive right and option to repurchase said lot for the price paid developer, free and clear of any and all liens or encumbrances due to the action of the purchasers. In the event of such repurchase, taxes shall be prorated to the date of repurchase. This provision is set forth to help speed the development of the overall subdivision, and Buyers acknowledge and agree to comply with the same in total. Construction of the residence on the lot must be completed within one year of commencement.

CLAUSE III

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 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 (20) years from the date that same are recorded, after which time such covenants shall be automatically extended to successive periods of twenty (20) years, unless at any time an instrument, in writing and executed by the then record owners of a majority of the lots in the Subdivision and Additions thereto, shall have 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

Every owner of a lot shall be a member of The Grove of Kickapoo Creek Homeowner's Association; (herein Association) membership shall be appurtenant to and may not be separated from ownership of a lot. The Declarant reserves the right to add members to the Association and to subject the Association to additional real estate, common area, outlets and duties by filing with the McLean County Recorder of Deeds one or more declarations similar to this document for the future additions to The Grove of Kickapoo Creek City of Bloomington, McLean County, Illinois.

The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person hold an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be the developer, who shall be entitled to exercise 3 votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when total votes outstanding in the Class A membership equal the total votes

outstanding in the Class B membership, or on the 1st day of January 2012, whichever first occurs. Class B Members shall have no assessments owed to the Association.

CLAUSE VII

Section 1. Lien and personal obligation of assessments. Each final platted lot within the subdivision, and each owner of a lot shall be so expressed in his or her deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees incurred to collect same shall also be the personal obligation of the person or persons who owned the lot at the same time assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by a successor, provided however, a lien for said assessment shall continue on the lot.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the residents in the subdivision and for the improvements and maintenance of the common area and any other lawful purpose of the Association. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the common area and subdivision signage including the signage landscaping, along with snow removal and private street maintenance.

(b) Liability insurance incurring the Association against any and all liability to the public, to any owners, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association;

(c) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(d) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Maximum Annual Assessment.

(a) Until December 31 of the year immediately following the conveyance of the first lot to a single family occupant, the maximum annual assessment shall be \$100.00 per lot.

(b) From and after January 1st of the year immediately following the conveyance of the first lot to any single family occupant, the maximum annual assessment may be increased by the vote or written assent of a majority of all votes when turned over to the homeowners association.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments or Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and Quorum for Action Authorized Under Article III, Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 of Article III shall be sent to all members not less than thirty (30) nor more than forty-five (45) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes in such a meeting, but less than the requisite majority of each class of members who were not present in person or by proxy may give their assent in writing ten (10) days after the date of such meeting.

Section 6. The Commencement and Collection of Annual Assessments. The annual assessments provide for herein shall commence as to all lots on the first day of the month following the conveyance of the subject lot to the owner, the first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least (60) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments shall be paid annually. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and shall on or before January 1 of each year, cause to be recorded in the Recorder's Office of McLean County, Illinois, a list of delinquent assessments as of the date.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after due date shall be deemed in default and shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the

property. The Owner shall also be obligated to pay the reasonable attorney fee incurred by the Association to collect said delinquent assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Special Assessments by Governmental Units. Hereafter, governmental units may place special assessments against property contained in the subdivision, and all such special assessments shall not be the responsibility of the developer, but shall be the responsibility of the owner of said property.

CLAUSE VIII

The makers of this declaration shall have the unilateral right to change or alter these covenants so long as the maker owns at least one lot in the subdivision.