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McLean County, IL
Ruth Weber Recorder

File 2004-00017216

PROTECTIVE COVENANTS RELATING TO
EAGLE VIEW SUBDIVISION, BLOOMINGTON, ILLINOIS

KNOW BY ALL MEN THESE PRESENTS:

That PARK DEVELOPERS, INC. and RAB2 CORPORATION, being the owners of said land hereinafter described and being the developer-seller, respectively, of EAGLE VIEW 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 104, inclusive, and Outlots 500, 501, 502, and 504 in Eagle View Subdivision in the City of Bloomington, according to the Plat thereof recorded May 7, 2004, Document No. 2004-14929 in McLean County, Illinois.

P.I.N. U/L (26) 15-29-100-005; (26) 15-29-100-006; (26) 15-29-100-008; and (26) 15-29-100-011

Said lots above described 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

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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 and adequate free-spaces between structures; to coordinate grade-lines in conformance with such plans as prepared by Farnsworth & Wylie, P.C., Engineers; and in general to provide adequately for a high-type and quality of improvement 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.** No lot shall be used except 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:

RANCH STYLE (square feet on one level)	1,800
TWO-STORY (square feet on two floors)	2,200
ONE and ONE-HALF STORY (square feet above grade)	2,100

OTHER PLANS - square footage to be approved by developer

C. **APPROVAL OF PLANS.** All building plans must be approved in writing by developer. Approval may be secured from either of the following authorized agents, or their designated successors: VICTOR E. ARMSTRONG, JR., RON RAVE, or MARSHALL L. KAISNER. Said approval shall 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.

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 by the developer, or its duly authorized agent. 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 & Wylie, P.C., 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.

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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 developer.

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 on construction. No completely modular construction shall be allowed; however, pre-cut and/or preassembled components may be used.

Developer reserves the right to deny the use of any exterior type materials not thought to be in the best interest of the neighborhood and the Eagle View Subdivision.

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 front lot line a minimum of 30 feet; interior lots shall have a minimum side yard of 6 feet; corner lots shall have a minimum side yard on the street side of 30 feet; rear yard set-back requirements are 25 feet.

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

K. TEMPORARY 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.

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- 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 by developer, except as otherwise provided in writing by developer.
- M. **LANDSCAPING.** All lots must be sodded front and seeded in side and rear yards.
- N. **FENCES AND WALLS.** No boundary fence shall be built upon any lot more than six feet (6') in height from the ground. Fences may only be constructed using wood or vinyl material. No fence or wall (exception: split rail fence) shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line. Any boundary fence constructed upon the premises must be a minimum of six inches (6") inside the property line of the party so constructing same. All fence plans must be approved in writing by developer. Approval may be secured from either of the following authorized agents, or their designated successors: VICTOR E. ARMSTRONG, JR. or MARSHALL L. KAISNER. Said approval shall be received prior to obtaining any building permit, and such approval is a condition precedent to the commencement of construction.
- O. **UTILITY SERVICES.** All buildings on said premises must be supplied by underground electrical systems and utility distribution systems and services.
- P. **LOT MAINTENANCE.** All 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 the 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.

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U. **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.

V. **RECREATIONAL FACILITIES.** Any recreational facility, such as a swimming pool, tennis court, etc., would require approval by the developer. 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.

X. **DRIVEWAY, SIDEWALK, CURB, AND GUTTER 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 started 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.

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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 ten (10) 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

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 have executed this document for the uses and purposes herein set forth, this 19th day of May, 2004.

Attest: Marshall L. Kaisner
Marshall L. Kaisner, Secretary

PARK Developers, Inc.
By: Victor E. Armstrong
Victor E. Armstrong, President

Attest: Ron Rave
Ron Rave, Secretary

RAB2 Corporation
By: Ron Rave
Ron Rave, President

STATE OF ILLINOIS)
)SS
McLEAN COUNTY)

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I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Victor E. Armstrong, Jr. personally known to me to be the President of the Corporation, and Marshall L. Kaisner personally known to me to be the Secretary of said corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary he signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of May, 2004.

Kelly K Delaney

Notary Public

STATE OF ILLINOIS)
)SS
McLEAN COUNTY)

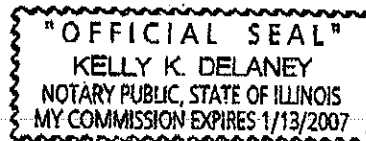


I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ron Rave personally known to me to be the President of the Corporation, and Ron Rave personally known to me to be the Secretary of said corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary he signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of May, 2004.

Kelly K Delaney

Notary Public



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**ACKNOWLEDGEMENT OF ACCEPTANCE OF
PROTECTIVE COVENANTS BY PURCHASERS**

The undersigned parties, as purchasers of a lot or lots in Eagle View Subdivision in the City of Bloomington, McLean County, Illinois, hereby acknowledge receipt of these Protective Covenants and agree to comply with said covenants as set forth herein.

Dated this _____ day of _____, _____.

Purchaser

Purchaser

WITNESS:

Return this document to:

Mercer Turner
Attorney at Law
#1 Brickyard Drive, Suite 202
Bloomington, IL 61701

This instrument was prepared by: The Law Office of Mercer Turner, P.C.
#1 Brickyard Drive, Suite 202, Bloomington, Illinois 61701