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McLean County, IL
H. Lee Newcom Recorder

File **2005-00006913**

COPY

**PROTECTIVE COVENANTS
RELATING TO THE
GAELIC PLACE WEST SUBDIVISION
BLOOMINGTON, ILLINOIS**

Part of Parcel Numbers: (24) 22-12-400-001 and (24) 22-23-200-002

This Instrument Prepared By
and should be Returned To:

CHAD A. RITCHIE, P.C.

Attorney at Law

2401 E. Washington Street, Suite A

Bloomington, IL 61704

Ph. (309)664-5535

Attorney Number 06278324

**PROTECTIVE COVENANTS
RELATING TO THE
GAELIC PLACE WEST SUBDIVISION
BLOOMINGTON, ILLINOIS**

KNOW ALL MEN BY THESE PRESENTS:

Gaelic Place West, L.L.C., an Illinois Limited Liability Company, hereinafter called the "Developer", is setting forth the following covenants, conditions and restrictions.

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 these Protective Covenants, is situated in the County of McLean, State of Illinois, and legally described in Exhibit A ("Real Estate") attached hereto and made a part hereof by this reference.

CLAUSE II

To insure the best use and most appropriate development and improvements 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 and adequate free-space between structures; to coordinate grade-lines in conformance with such plans as prepared by Lewis, Yockey & Brown, Inc., 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. Lots in the Subdivision shall be used only for residential purposes. No building shall be erected, placed or permitted to remain on any lot in the Subdivision 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) 1,450

TWO-STORY (square feet on two floors) 1,850

OTHER PLANS – square footage to be approved by Developer

Each single family residence shall have at least a two-car garage.

C. APPROVAL OF PLANS. All building plans must be approved in writing by Developer, through its managing partners, LAURENCE F. HUNDMAN or VICTOR E. ARMSTRONG, JR., or their successor(s) or agent(s). 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.

D. GRADE ELEVATION CONTROL. No residential 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 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 residential building shall be as established by the grade map prepared by Farnsworth Group, and accepted by the City of Bloomington so as to provide the minimum requirement above the top of the curb at the center of the lot. The 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. CONSTRUCTION MATERIALS. New building materials shall be used in the construction of residential buildings in the Subdivision. No completely modular construction shall be allowed; however, pre-cut and/or preassembled components may be used. At least two hundred fifty feet of brick vertically measured from ground level must be visible on the front of the house. 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 Gaelic Place West Subdivision. No concrete or concrete block foundation shall be exposed to an excessive height, taking into account the type of construction involved.

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

G. 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 the Developer.

H. SET-BACK REQUIREMENTS. Unless otherwise approved in writing by Developer through its managing partners VICTOR E. ARMSTRONG, JR. or LAURENCE F. HUNDMAN, all residences shall be set back from the front lot line a minimum of 25 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 25 feet.

I. DETACHED BUILDINGS. No detached garages or outbuildings shall be constructed or permitted in the Subdivision.

J. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, or garage shall be used on any lot in the Subdivision at any time as a residence, either temporarily or permanently. No building shall be occupied until the exterior surface has been completed, including final painting if such construction calls for same.

K. SURPLUS DIRT. No surplus dirt shall be moved from the Subdivision and any surplus dirt arising from construction shall be dumped in an area provided for by Developer, except as otherwise provided in writing by Developer.

L. LANDSCAPING. All lots must be sodded in the front yards. Side and back yards must be seeded.

M. FENCES AND WALLS. No boundary fence or wall shall be built upon a lot in the Subdivision more than six feet (6') in height from the ground. No fence or wall 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. Any boundary fence or wall shall be either black chain link or black wrought iron and no other materials will be permitted.

N. UTILITY SERVICE. All buildings on lots in the Subdivision must be supplied by underground electrical systems and utility distribution systems and services.

O. LOT MAINTENANCE. All lot owners in the Subdivision 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 the 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.

P. 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.

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

R. BURNING TRASH, ETC. Trash, garbage, paper, or other waste shall not be burned outside in the Subdivision.

S. INTOXICATING LIQUOR. No intoxicating liquor shall be sold in the Subdivision, nor shall there be any other commercial use permitted in the Subdivision.

T. 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 promotions signs during initial construction.

U. RECREATIONAL FACILITIES. Any recreational facility, such as a swimming pool, tennis court, etc., requires the written approval of the Developer before installation. No pools above ground level will be permitted under any circumstances.

V. SATELLITE DISHES. Satellite dishes or receivers shall be allowed only if the size of the dish or receiver is less than twenty-one inches (21") or less in diameter and the dish or receiver is directly attached to the rear side of the roof or home.

W. DRIVEWAY, SIDEWALK, CURB, AND GUTTER DAMAGE. All driveway aprons (being that portion of the driveway from the street to the property line) shall be made 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 the 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 the same and to pay the actual costs of repair or replacement of the same. Said repairs must be done within ninety (90) days following written notice by Developer and/or the City of Bloomington.

X. PERFORMANCE TIME REQUIREMENTS. Purchasers of lots in the Subdivision from the Developer specifically agree to start construction of a residence on the lot within two (2) years from the date title is acquired and in the event they fail to do so, Developer is herewith given the 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 Subdivision, and purchasers acknowledge and agree to comply with this provision. In all cases, construction of the building on the on the lot must be completed within one (1) year of commencing construction.

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 or 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 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 changes in 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 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 VI

The undersigned certifies and covenants that Gaelic Place West, L.L.C., an Illinois Limited Liability Company holds title to all of the Real Estate and is authorized to execute this instrument.

IN WITNESS WHEREOF, the undersigned has executed this instrument for the uses and purposes herein set forth this 1st day of March, 2005.

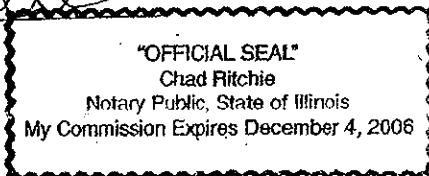
Gaelic Place West, L.L.C., an Illinois
Limited Liability Company

By: Hundman Management, L.L.C., Manager

By: [Signature]
Laurence F. Hundman, Chairman

Subscribed and sworn to before me
this 1st day of March, 2005.

[Signature]
Notary Public



This Instrument Prepared By:
CHAD A. RITCHIE, P.C.
Attorney at Law
2401 East Washington Street, Suite A
Bloomington, Illinois 61704
Phone No. (309) 664-5535
Attorney No. 06278324

DESCRIPTION OF PROPERTY

The West Half of the West Half of the Southeast Quarter of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, excepting therefrom the following described tracts:

EXCEPTION NO. 1:

All that part of the West Half of the West Half of said Southeast Quarter lying within the following described property:

A part of the West Half of the Southeast Quarter of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois, described as follows: Beginning at a railroad spike (found) at the Southwest Corner of the Southeast Quarter of said Section 12; thence along an assumed bearing north $02^{\circ}-20'-29''$ west 50.00 feet along the West Line of the Southeast Quarter of said Section 12; thence north $86^{\circ}-55'-16''$ east 584.83 feet along a line 50 feet northerly of and parallel with the Centerline of Construction of Ireland Grove Road; thence north $75^{\circ}-36'-40''$ east 76.49 feet; thence south $89^{\circ}-15'-53''$ east 225.50 feet; thence north $86^{\circ}-55'-16''$ east 473.94 feet along a line 50 feet northerly of and parallel with said Centerline of Construction to the East Line of the West Half of the Southeast Quarter of said Section 12; thence south $02^{\circ}-32'-13''$ east 50.00 feet along said East Line to the Southeast Corner of the West Half of the Southeast Quarter of said Section 12; thence south $86^{\circ}-55'-16''$ west 1358.94 feet along the South Line of the Southeast Quarter of said Section 12 to the Point of Beginning.

EXCEPTION NO. 2:

A part of the West Half of the West Half of the Southeast Quarter of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at a point on the West Line of the Southeast Quarter of said Section 12 lying 50.00 feet north of the Southwest Corner thereof, said Point being on the North Line of a Parcel of Land vested to the Bloomington-Normal Airport Authority of McLean County, Illinois, by Order Vesting Title No. 92 ED 8, recorded August 17, 1992, in the Office of the Circuit Clerk, McLean County, Illinois. From said Point of Beginning, thence north 571.65 feet along the West Line of the Southeast Quarter of said Section 12; thence east 490.11 feet along a line which forms an angle to the left of $90^{\circ}-01'-42''$ with the last described course; thence south 564.75 feet along a line which forms an angle to the left of $90^{\circ}-00'-00''$ with the last described course to a point on the North Line of said Parcel vested to the Bloomington-Normal Airport Authority; thence west 490.44 feet along said North Line which forms an angle to the left of $90^{\circ}-48'-24''$ with the last described course to the Point of Beginning.

Part of Parcel No. (24) 22-12-400-001 and (24) 22-23-200-002

