

On

Prepared by and return to:

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File# 2022-00022127

**PROTECTIVE COVENANTS RELATING TO THE GROVE ON KICKAPOO CREEK
SIXTH ADDITION IN THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS**

KNOW ALL MEN BY THESE PRESENTS:

Eastlake, L.L.C., an Illinois Limited Liability Company, hereinafter called the "Developer", being the owner of said land hereinafter described and being the developer, respectively, of The Grove on Kickapoo Creek Sixth Addition in the City of Bloomington, McLean County, Illinois, 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 declare that the property described in Clause I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

CLAUSE I

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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 on Exhibit A, which is attached hereto and incorporated herein by reference. The described real estate is sometimes referred to herein as, "the subdivision".

CLAUSE II

To insure the best use and most appropriate development and improvement of each building site within the subdivision; to protect the owners of building sites within the subdivision 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 guard against erosion; to obtain harmonious appearance; to encourage and secure the erection of attractive homes with appropriate set back from streets; to coordinate grade-lines to conformance with such plans as prepared by Farnsworth Group, Inc.; and, in

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general, to provide adequately for high quality improvements on said property and thereby enhance the values of investments made by purchasers of building sites thereon, the real property described in Clause I hereof is hereby made subject to the following conditions, restrictions, covenants, reservations, and charges, to wit:

A. LAND USE AND BUILDING TYPE. No lot within the subdivision 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. No lot within the subdivision shall be used for commercial purposes. No intoxicating liquor shall be sold within the subdivision.

B. LOTS DESIGNATED AS "A" AND "B" LOTS. All lots designated with the letter "B" are to be sold in conjunction with the correspondence "A" lot. No designated lot "A" shall be sold independently of the corresponding lot "B".

C. LOT B RESTRICTIONS. Each Lot B is located within the flood plain and is subject to a designated drainage and utility easement in its entirety. Within said Lot B, no structure, plantings, fences or improvements shall be placed or permitted to remain. Lot B shall be utilized as green space only. No obstruction, diversion or change in the natural flow of surface water along property lines shall be made by any lot owner in such manner as to cause damage to or interfere with any other property. Each lot owner must accommodate incoming drainage flows in a manner so as to distribute storm water drainage in a reasonable manner to subservient owners so as not to interfere with the use of their properties. The owner of the lot subject to the easement is solely responsible for compliance with this section, as to that owner's lot.

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

RANCH STYLE (square footage all on one level)	1,375
TWO-STORY (square footage on two levels)	1,700
ONE and ONE-HALF STORY (square footage all above grade)	1,525

E. APPROVAL OF PLANS. No bi-level style residences are allowed in the subdivision. It shall be the responsibility of each lot owner to require and maintain building plans for his, her or its lot that comply with these Protective Covenants, and to require that all improvements constructed on his, her or its lot comply with these Protective Covenants.

F. BRICK REQUIREMENT. The front of each home within the subdivision shall have a minimum of 100 square feet of brick or stone.

G. MAILBOX REQUIREMENT. The owner of each home within the subdivision shall be required to maintain a mailbox. The Developer does hereby require that all mailboxes be uniform in style and identical in appearance. The style of mailbox shall be as set forth in Exhibit B, which is attached hereto and made a part hereof by reference.

H. GRADE ELEVATION CONTROL. 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 satisfy the minimum requirements above the top of the curb at the center of the lot.

I. GARAGE REQUIREMENTS. Each residence within the subdivision must be improved with a garage attached to the residence that is not less than a two-car garage and not more than a three-car garage. Each garage shall have a paved driveway from the street to the garage.

J. CONSTRUCTION MATERIALS. New building materials shall be used in any and all construction within the subdivision. No completely modular construction shall be allowed; however, precut and/or preassembled components may be used.

K. FOUNDATION REQUIREMENTS. All residences shall have basements or crawl spaces. No construction shall be allowed on slabs. Not more than three (3) feet of concrete or concrete block foundation shall be exposed.

L. 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 or 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.

M. SET BACK REQUIREMENTS. All residences within the subdivision shall be set back from the lot line in accordance with the City of Bloomington Zoning Code, and as follows:

FRONT YARD SETBACK	25 feet
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SIDE YARD SETBACK	6 feet
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REAR YARD SETBACK	25 feet
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N. DETACHED BUILDINGS. No detached buildings or outbuildings shall be constructed or permitted within the subdivision.

O. TEMPORARY STRUCTURES. No structure of a temporary nature, trailer, basement, or garage shall be used on any lot within 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 construction calls for same. No basement shall be occupied as a residence without an above-grade home first being constructed.

P. SURPLUS DIRT. No surplus dirt shall be moved from the subdivision. All surplus dirt arising from construction shall be dumped in the area provided for same within the subdivision (or a future phase of the subdivision) as designated by Farnsworth Group, Inc.

Q. LANDSCAPING.

1. Sod and Seed. All lots within the subdivision must be sodded in the front yard, and sodded or seeded in the side and rear yards, prior to occupancy, or if inclement weather prohibits, as soon as the weather permits after occupancy. The Developer does not provide sod or seed. All sod and seed shall be the responsibility of the owner of the lot.

2. Trees. Within one (1) year of the initial occupancy permit being granted for each lot within the subdivision, the lot owner must plant one (1) tree on the lot, which shall be at least two (2) inches in diameter.

R. FENCES AND WALLS. No fence shall exceed in height the limitations set by the City Code of the City of Bloomington. All boundary fences shall be a minimum of six (6) inches inside the property line of the lot owner so constructing same. The boundary fences on lots 580, 581, 582A, 583A, 584A, 585A, 586A, 587A, 588A, 589A, 590A, 591A, 592A, 593A, 594A, 595A, 596A, 597A, 598A, 599A, 600A, 601A, 602A, 603A, 604A, and 605 through 639, inclusive, shall only be shadow box, black aluminum, black iron, or white vinyl. There shall be no fences allowed on lots 582B, 583B, 584B, 585B, 586B, 587B, 588B, 589B, 590B, 591B, 592B, 593B, 594B, 595B, 596B, 597B, 598B, 599B, 600B, 601B, 602B, 603B, 604B All lots shall be required to have white vinyl or black iron fencing around any patio with a swimming pool and/or exterior hot tub. No lot shall contain any rail fence. No lot shall contain a dog run.

S. UTILITY SERVICES. All buildings within the subdivision must be supplied by underground electrical systems and utility distribution systems and services.

T. EROSION CONTROL AND LOT MAINTENANCE.

1. All lot owners within the subdivision shall maintain their lots in such a manner as to control and reduce erosion on the lot owner's lot and the other lots within the subdivision. All lot owners shall comply with the Erosion and Sediment Control Provisions of the Land Subdivision & Planned Unit Development Code of the City of Bloomington, Illinois (Chapter 24, Division VI), as amended from time to time. The Developer is not responsible for erosion control measures on any lot the Developer has conveyed to a lot owner. Each and every lot owner hereby agrees that the failure of a lot owner to comply with this provision shall be authorization to, but not an obligation of, the Developer, without notice to the lot owner, who may take action to control erosion on any lot for the benefit of that lot, and other lots within the subdivision, and to charge the cost thereof to the lot owner on which the erosion control measures were taken.

2. All lot owners within 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 (8) inches. Each and every lot owner within the subdivision hereby agrees that the failure of a lot owner to comply with this provision shall be authorization to, but not an obligation of, the Developer, without notice to the lot owner, who may have the lot mowed and charge the cost thereof to the lot owner.

3. All lot owners within the subdivision further agree that the Developer may, but shall not be obligated to, take legal action against the lot owner to collect the cost incurred by the Developer in enforcing this provision, taking erosion control action and/or mowing, and that Developer shall be entitled to collect from the lot owner all of Developer's court costs and reasonable attorney's fees incurred in collecting the costs Developer incurs herein, whether through negotiation or litigation.

U. **PETS.** No pets shall be kept in exterior pens or cages including, but not limited to dog runs, within the subdivision, and only common household pets shall be allowed. No commercial or barnyard animals shall be allowed within the subdivision.

V. **PARKING RESTRICTIONS.** No trucks, travel trailers, recreational type vehicles, mobile homes, boats, boat trailers, motorbikes or trail bikes, etc., shall be kept within the subdivision, except entirely within an approved garage attached to a residence.

W. **BURNING TRASH, ETC.** Trash, garage, paper or other waste shall not be burned within the subdivision.

X. **SIGNS.** No billboards or advertising signs, whether on a separate structure or on buildings, shall be permitted, except those permitted by City Code and the usual contractor, real estate, and house promotion signs during initial construction of the residence. No interior advertising or signage shall be visible from the exterior of any residence. One customary unlighted "For Sale" sign may be permitted on the premises when a residence is for sale, whether placed by a realtor or a homeowner.

Y. **RECREATIONAL FACILITIES.** All recreational facilities shall be located in the rear yard. No pools, above ground level, will be permitted within the subdivision under any circumstance. A pool shall be considered above ground level if the pool walls are more than one (1) foot above the lot's finished grade at any location.

Z. **SATELLITE DISHES.** No satellite dishes or other similar type transmission and/or reception facilities in excess of eighteen (18) inches in diameter shall be allowed within the subdivision, whether attached to any structure or free standing. Permitted satellite dishes or other similar type transmission and/or reception facilities shall be placed at the back of the residence. No ham radio tower or other type of tower is permitted at any location within the subdivision. No reception or transmission device for television signals or other purposes is permitted at the front of a residence or in the front yard.

AA. **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. Each and every lot owner within the subdivision agrees to be responsible for the installation of the city walks and the condition of the sidewalk, curbs and gutters on their lot. In the event that a sidewalk, curb and/or gutter is broken or in any way damaged at any time, including during construction, on any lot within the subdivision, the respective lot owner agrees to assume the responsibility for repairing same and to pay the actual costs of repair or replacement of same. Said repairs must be completed within ninety (90) days following receipt of written notice by Developer and/or the City of Bloomington, Illinois.

BB. PERFORMANCE TIME REQUIREMENT. Each and every purchaser from a Developer, and the purchaser's successors and assigns (hereinafter referred to as "Purchaser"), agree to commence construction of a residence on the Purchaser's lot within two (2) years from the date in which Purchaser entered into a contract to purchase the lot from Developer. Each and every Purchaser specifically agrees that if the Purchaser has not started construction of a residence on a lot purchased from the Developer within two (2) years from the date of the Purchaser's contract to purchase from the Developer, the Developer is herewith given the exclusive right and option to repurchase said lot for the price paid to Developer by Purchaser, free and clear of any and all liens or encumbrances due to the actions of Purchaser. This provision is set forth to help speed the development of the overall subdivision, and each and every Purchaser acknowledges and agrees to comply with the same in all respects. Construction of a residence on a lot within the subdivision must be completed within one (1) year after the construction is commenced.

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 the Developer and 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 any and all court costs and reasonable attorney's fees incurred in the enforcement of same. Court action 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 for 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 any and all 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 court order, shall in no way affect any of the other provisions hereof, 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

SECTION 1. Homeowners Association. Every owner of a lot within the subdivision shall be a member of The Grove on Kickapoo Creek Homeowners Association, Inc. (hereinafter

referred to as the "Association"). Membership in the Association shall be appurtenant to and may not be separated from ownership of a lot. The members of the Association shall include owners of lots located in The Grove on Kickapoo Creek, The Grove on Kickapoo Creek First Addition, The Grove on Kickapoo Creek Second Addition, The Grove on Kickapoo Creek Third Addition, The Grove on Kickapoo Creek Fourth Addition, The Grove on Kickapoo Creek Fifth Addition, The Grove on Kickapoo Creek Sixth Addition, The Grove on Kickapoo Creek Seventh Addition, The Grove on Kickapoo Creek Eighth Addition, and any future additions to The Grove on Kickapoo Creek development in the City of Bloomington, McLean County, Illinois. The Developer reserves the right to add members to the Association and to subject the Association to additional real estate, common area, outlots 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 on Kickapoo Creek, Bloomington, McLean County, Illinois.

SECTION 2. Membership Classification. The Association shall have one (1) class of voting members, as follows:

CLASS A. Class A members shall be all owners of a lot within the subdivision and shall be entitled to one (1) vote for each lot owned. For the purposes hereof, notwithstanding the ownership of A and B lots, the owner of Lots 582 through 604, shall be treated as the owner of one lot and be entitled to a single vote. When more than one (1) person holds 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 (1) vote be cast with respect any lot owned by Class A members.

SECTION 3. Association Governance. The Association shall be operated in accordance with its By-Laws; provided, however, if any of the Association's By-Laws are in conflict with any of the provisions of these Protective Covenants, the provisions set forth in these Protective Covenants shall prevail.

CLAUSE VII

SECTION 1. Lien and Personal Obligation of Assessments. Each and every owner of a lot within the subdivision agrees 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 attorney's 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 attorney's fees incurred to collect same, shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons; however, the lien for said assessment shall remain in full force and effect.

SECTION 2. Purpose of Annual Assessments. Annual assessments may be charged for 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 areas within The Grove on Kickapoo Creek, Bloomington, Illinois, and all additions thereto (hereinafter referred to as the “common area”);

(b) Snow removal and street maintenance on all private roads within The Grove on Kickapoo Creek, Bloomington, Illinois, and all additions thereto. All private roads located within The Grove on Kickapoo Creek, Bloomington, Illinois, and all additions thereto, shall be considered part of the common area as set forth herein;

(c) Liability insurance, insuring 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;

(d) 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; and

(e) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that 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 area, for the benefit of the lot owners, or for the enforcement of these restrictions.

SECTION 3. Maximum Annual Assessment.

(a) The maximum annual assessment shall be determined by the vote or written assent of a majority of all votes entitled to be cast under Clause VI above.

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

(c) There shall not be any assessment on any lot until such time as a residence is constructed upon the lot and said residence is being used for residential purposes.

(d) There shall be no separate assessment to any designated lot “B”.

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. Ant such assessment must be approved by a majority of all votes entitled to be cast under Clause VI above.

SECTION 5. Notice and Quorum for Action Authorized Under Clause VII, Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Sections 3 or 4 of this Clause VII shall be sent to all members, not less than thirty (30) nor more

than forty-five (45) days in advance of such a 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, the members who were not present in person or by proxy at such meeting may give their assent in writing within ten (10) days after the date of such meeting.

SECTION 6. The Commencement and Collection of Annual Assessments. The annual assessments provided 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 and being used for residential purposes. 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 sixty (60) days in advance of the due date thereof and shall fix the dates such amount becomes 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 assessment against a specific lot has 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 all delinquent assessments as of that date.

SECTION 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the date established for payment 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 lot owner personally obligated to pay the same or may foreclose the lien against the property. The lot owner shall also be obligated to pay the reasonable attorney's fees incurred by the Association to collect said delinquent assessments. No lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his, her or its lot.

SECTION 8. Subordination of Assessment Lien to Mortgage. 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 that 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 9. Special Assessments by Governmental Units. Hereafter, governmental units may place special assessments against property contained in the subdivision, and no such special assessments shall be the responsibility of Developer but shall be the responsibility of the lot owner(s).

CLAUSE VIII

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

IN WITNESS WHEREOF, the undersigned have executed this document for the uses and purposes herein set forth, this 21st day of November, 2022.

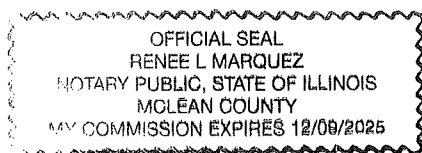
EASTLAKE, L.L.C., an Illinois Limited Liability Company

By: Tom Armstrong
Thomas Armstrong, Its President

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT THOMAS ARMSTRONG, personally known to me to be the President of EASTLAKE, L.L.C., an Illinois Limited Liability Company, 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 he signed and delivered the said instrument as President of EASTLAKE, L.L.C., with full power and authority to so sign and deliver, as his free and voluntary act and deed of said EASTLAKE, L.L.C., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of November, 2022.



Renee L. Marquez
Notary Public

EXHIBIT A

Lots 580, 581, 582A, 582B, 583A, 583B, 584A, 584B, 585A, 585B, 586A, 586B, 587A, 587B, 588A, 588B, 589A, 589B, 590A, 590B, 591A, 591B, 592A, 592B, 593A, 593B, 594A, 594B, 595A, 595B, 596A, 596B, 597A, 597B, 598A, 598B, 599A, 599B, 600A, 600B, 601A, 601B, 602A, 602B, 603A, 603B, 604A, 604B, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638 and 639, in The Grove on Kickapoo Creek Sixth Addition, in the City of Bloomington, McLean County, Illinois, according to the Plat thereof recorded on December 16, 2022, as Document Number 2022-00021903.

Parcel Identification Number: 22-08-46-028
 22-08-46-030
 22-08-46-031

EXHIBIT B

(See Attached)

