

**PROTECTIVE COVENANTS RELATING TO
KINGS MILL ACRES SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

KINGS MILL ACRES, L.L.C., an Illinois Limited Liability Company, hereinafter called the "Developer" hereby set forth and declare 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 subdivisions of this declaration, is situated in the County of McLean, State of Illinois, and is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

The real estate above described is to be identified as the "Subdivision" for the purposes of this instrument and shall include Kings Mill Acres Subdivision and all additions thereto.

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: Each lot shall be a minimum of 140 feet in width and shall contain at least 1.0 acre. No lot shall be used except for residential purposes. Except as otherwise provided herein, no building shall be erected, placed or permitted to remain on any lot other than a single-family dwelling. Outlots A and B may not be used as recreational areas. Outlots A and B shall be used for stormwater detention and shall be maintained by the Kings Mill Acres Homeowners Association, except where public drainage easements and public pedestrian easements and trail pass through the outlots.

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

- | | | |
|----|--|-------|
| 1. | Ranch style (square feet on one level) | 2,000 |
| 2. | Tri-level or quad-level (square feet on top two floors) | 2,600 |
| 3. | Two story (square feet on two floors) | 2,400 |
| 4. | Cape Cod (square feet on main floor) | 2,200 |
| 5. | 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 the following authorized agent, or their designated successors: RICKARDO A. RAMIREZ and SPENCER VATTERRODT. 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. PERMITTED EXTERIORS.

Each home shall have a minimum of 25% brick, stone, stucco, or Dryvit-type material covering the exterior (or 400 square feet on the front, whichever is less).

E. 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 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 Lewis, Yockey & Brown, Inc., and accepted by the County of McLean so as to provide the minimum requirement 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 Developer.

F. GARAGE REQUIREMENTS: Each residence must be improved with not less than a two-car nor more than a four-car garage attached to the residence, and each garage shall have a paved driveway from the street to the garage. All driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or equivalent base material.

G. 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 Owners.

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

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

I. FOOTING TILE REQUIREMENTS: Footing tile systems shall be installed off the footings and so that the bottom of the insides diameter is a minimum of one-half inch below the top of the footings. Footing tiles shall be connected to drain tiles provided in front yards, if available.

J. SET-BACK REQUIREMENTS: The exterior walls of any building, garage, enclosed porch, swimming pool or other outbuildings shall not be erected or maintained closer than 60 feet to the front property lines for Lots 4 through 14, both inclusive, and closer than 30 feet to the front property lines for the remaining lots; nor closer to the property lines than the set-back lines shown on the Plat of the subdivision, and shall comply with the McLean County Ordinances in force at the time of construction.

K. OUTBUILDINGS: No detached sheds or outbuildings shall be constructed or permitted in the subdivision unless approved by the Developer in writing and in the event of such approval, the detached building or outbuilding must match the design, material and color of the residential structure constructed or to be constructed on the lot. Any such shed or outbuilding shall be built on a concrete slab with the same architectural design and style as the residence and shall be installed in the rear yards only and shall comply with all McLean County Ordinances in force at the time of construction. Any such shed or outbuilding shall not exceed 1,200 square feet in area and shall not exceed 22 feet in height.

L. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement or garage shall be used on any lot 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.

M. SURPLUS DIRT: No topsoil shall be moved from any lot and any other surplus dirt arising from construction shall be dumped in an area provided for by Developer, except as otherwise provided for in writing by Developer.

N. LANDSCAPING: All yards (front, side and rear) must be seeded, and each buyer and successor in title shall be responsible and shall plant two hardwood trees at least 2" in diameter in the front yard within six months after occupancy, unless waived by the Developer.

O. FENCES AND WALLS: No boundary fence shall be built upon said premises more than five (5) feet in height from the ground, except as otherwise provided in writing by Developer. 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 the same.

P. UTILITY SERVICE: All buildings on said premises must be supplied by underground electrical systems and utility distribution systems and services.

Q. 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 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.

R. 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.

S. 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 the garage.

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

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

V. SIGNS: No billboards or advertising signs, whether on a separate structure or on buildings, shall be located thereon, except those permitted by County Ordinance and the usual contractor, real estate, and house promotion signs during initial construction.

W. 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 circumstances.

X. SATELLITE DISHES: No satellite dishes or other similar type transmission and/or reception facilities shall be allowed, whether attached to any structure or free-standing, larger than 36" in diameter.

Y. DRIVEWAY, 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 remainder of the driveway shall either be paved with asphalt or poured concrete; no loose stones are permitted. The lot owner agrees to be responsible for the condition of the 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 even though title to the property has been transferred. Said repairs must be done within ninety (90) days following written notice by Developer.

Z. PERFORMANCE TIME REQUIREMENTS: Buyers 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 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 buyers. 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 two (2) years after closing and not later than one year after construction commences.

AA. SEWAGE TREATMENT AND DISCHARGE: All residences shall construct and maintain individual sewage disposal systems consisting of septic tanks with sand filters or seepage beds in accordance with the latest edition of the McLean County Health Department regulations and County Ordinances.

No storm water (down spouts, footing tiles, yard drains, etc.) shall be connected to the sewage effluent tile system / sanitary sewer system.

Residential lots are not permitted to discharge surface discharging wastewater systems into Outlot A.

Any discharging collector tile under the jurisdiction of the Illinois Department of Public Health is limited to a volume of 1,500 gallons per day, defined as a total of seven bedrooms.

AB. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor

shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No pets shall be housed or kept outside the building on any lot. No inoperable motor vehicles, or unlicensed vehicles or machinery of any kind, shall be housed or allowed to remain on any lot. No beer, wine, or other intoxicating liquor or beverage of any kind shall be sold or permitted to be sold on any lot or in any building on any lot. No one shall operate a radio transmitter in the subdivision in such a manner as to interfere with television and radio reception of the other residents of the subdivision.

AC. TRAILERS: No trailer of any kind, campers, recreational type vehicles, mobile homes, motor homes, trucks larger than pick up trucks, boats or other water craft, boat or water craft trailers, motor bikes, motorcycles, trail bikes, snow mobiles, other motor vehicles, lawn care equipment or like vehicles or items, except passenger cars and pick up trucks shall be kept on any lot within the subdivision for more than twenty-four (24) hours, except within enclosed garages.

AD. LIGHTING: All lot owners, within three months of completion of the construction of the residence, shall install suitable, developer-approved lighting in the front area of their lot (at the mid-point of the front lot line and exterior front of the house). The lighting shall be controlled by an automatic dusk-to-dawn activated photo-electrical cell for night illumination of the frontage area of their lot.

AE. PEDESTRIAN TRAIL. The Developer shall construct a pedestrian trail according to the standard approved in the Preliminary Plan of said Subdivision when building permits have been issued for 10 lots. After construction of the trail, it will be accepted and maintained by the County of McLean.

CLAUSE III

For the preservation of the amenities in the subdivision and the preservation and enhancement of the value of the property, Developer creates a Homeowner's Association to which shall be delegated and assigned the power and authority:

1. To maintain, administer or replace the sewage treatment and collection systems, including septic tanks located on individual lots, if any, so as to comply with the requirements of the Illinois Environmental Protection Agency;
2. To maintain and administer the outlot(s) and all other private utilities and improvements thereon;
3. To provide lawn care and building maintenance if the lot owner fails to do so in the manner required by these covenants;
4. To administer and enforce the covenants and restrictions governing the property;

and

5. To collect and disburse all assessments and charges necessary for such maintenance, administration, and enforcement.

CLAUSE IV

Any materials, supplies, labor, insurance, taxes or assessments which the Homeowner's Association is required to secure 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 Homeowner's Association, for the benefit of the lot owners or for the enforcement of these restrictions shall become a continuing lien on the property against which it is levied as provided by the Homeowner's Association.

CLAUSE V

SECTION 1: "Mortgage" shall mean a conventional mortgage or a deed of trust.

SECTION 2: "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

SECTION 3: "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

SECTION 4: "Subdivision" shall mean the subdivided real property hereinabove described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

CLAUSE VI

SECTION 1: Easements

A. Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting or their materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

B. No dwelling unit or other structure of any kind shall be built, erected, or

maintained on any such easement, reservation, right-of-way, and such easements, reservations and right-of-way shall at all times be open and accessible to the public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the undersigned, its successor and assigns, all of whom have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any purposes for such easements, reservations, and rights-of-way are reserved.

SECTION 2: No Partition.

There shall be no judicial partition of the common areas or of the common elements, nor shall the undersigned, or any owner or any other person acquiring any interest in the subdivision or any part thereof seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot in co-tenancy.

CLAUSE VII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date that these covenants are recorded, after which time said covenants shall be automatically extended to successive periods of ten (10) years unless an instrument in writing, executed by the ten record owners of sixty percent (60%) in area of the land within the boundaries of said lots, shall have been recorded in the Office of the Recorder of Deeds of said county agreeing to change said covenants in whole or in part.

CLAUSE VIII

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain such violation or to recover damages.

CLAUSE IX

Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

CLAUSE X

The undersigned certifies and covenants that they hold title to all said land and are authorized to execute this instrument.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed

this ____ day of _____, 2012.

KINGS MILL ACRES, L.L.C., an Illinois
Limited Liability Company,

By _____
RICKARDO A. RAMIREZ
Member

KINGS MILL ACRES, L.L.C., an Illinois
Limited Liability Company,

By _____
SPENCER VATTERRODT
Member

EXHIBIT “A”

(This Exhibit will be a copy of the final Plat when recorded.)