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JB 161078
**PROTECTIVE COVENANTS
AMENDED AND RESTATED
RELATING TO
SEVENTH ADDITION TO
VINEYARDS SUBDIVISION**

Type: OFFICIAL RECORDS
Recorded: 6/7/2016 9:23:04 AM
Fee Amt: \$36.00 Page 1 of 7
IL Rental Housing Fund: \$09.00
McLean County, IL
Kathy Michael County Clerk\Recording Div.

File# 2016-00009699

Prepared by/record and return to:

**Lyndel K. Armstrong
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2409 E. Washington St., Suite C
Bloomington, IL 61704**

**PROTECTIVE COVENANTS
AMENDMED AND RESTATED**

SEVENTH ADDITION TO VINEYARDS SUBDIVISION

KEYSTONE HOMES, INC., being the owner of said land hereinafter described and being the developer-owner, respectively, of the Seventh Addition to The Vineyards Subdivision, is hereby amending and restating the Protective Covenants to make clear that the lots are subject to annual, quarterly, or monthly subdivision common maintenance fees for the Vineyard 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 1

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 280, 281, 282, 285, 286, 287, 288 and 289 in The Vineyards Subdivision Seventh Addition in Normal, McLean County, Illinois.
PIN # 15-19-100-012

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 buildings 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-spaces between structures; to coordinate grade-lines in conformance with such plans a 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 buildings 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	1,600 – Square feet on one level
Two Story Style	2,200 – Square feet on two levels
1 ½ Story Style	2,200 – Square feet on 1 ½ levels, 1,200 on 1 st floor

C. APPROVAL OF PLANS. All building plans must be approved in writing by developer. 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 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 excavations 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 Town of Normal 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 variation 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 concrete 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 pre-assembled components may be used.

All houses shall have a minimum of 25% brick or stone on front elevation. 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 Vineyards Subdivision.

No concrete or concrete block foundation shall be exposed to an excessive heights, 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 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 the developer.

- I. SET-BACK REQUIREMENTS. All residences shall be set back from the front lot line a minimum of twenty-five (25) feet; interior lots shall have a minimum side yard of six (6) feet; corner lots shall have a minimum side yard on the street side of twenty-five (25) feet; rear yard set-back requirements are thirty-five (35) feet.
- J. DETACHED BUILDINGS. No detached buildings or outbuildings shall be constructed or permitted in the subdivision.
- 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 call for same, except as stated in Paragraph R.
- L. SURPLUS DIRT. All surplus dirt removal is responsibility of lot owner.
- M. LANDSCAPING. All lots must be sodded in front and seeded in side and rear yards within six (6) months of occupancy and each lot owner must plant two (2) trees with a minimum of two (2) inches in diameter.
- N. FENCES AND WALLS. No boundary fence shall be built upon any lot more than five (5) feet in height from the ground. 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 (6) inches inside the property line of the party so construction same of either vinyl or wrought iron style, or wood with developer approval. All fencing material and design must be approved.
- O. UTILITY SERVICE. 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 six (6) inches. 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, subject to all applicable State, County, and local laws in effect, including but not limited to, any Town of Normal ordinances in effect, as amended from time to time.

Pets shall not be allowed to roam beyond the boundaries on the lot in such manner as to become a nuisance or interfere with other homeowners. Homeowners with dogs as pets shall not allow them outside the house if they bark excessively. Dogs may not use any area other than owner's lot as a bathroom.

- R. **PARKING RESTRICTIONS.** No trucks, travel trailers, recreational type vehicles, mobile homes, boats trailers, motor bikes or trail bikes, etc., shall be kept on the lot or in the Subdivision more than four (4) consecutive days at a time twice per year, 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, no 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 buildings, shall be located thereon, except those permitted by city ordinance and the usual contractor, real estate, and house promotion signs.
- V. **RECREATIONAL FACILITIES.** Any recreational facility, such as a swimming pool, tennis court, etc., would require approval by the developer. No above ground pools will be permitted under any circumstance.
- W. **SATELLITE DISHES.** No satellite dishes or other similar type transmission and/or reception facilities in excess of two (2) feet in diameter shall be allowed, whether attached to any structure or free standing.
- X. **MAILBOXES.** All mailboxes shall be white.
- Y. **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 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 even though title to the property has transferred. Said repairs must be done within ninety (90) days following written notice by developer.
- Z. **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 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 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 (1) year of commencement.

CLAUSE III

The lots are subject to annual, quarterly, or monthly maintenance fees for the Vineyard Subdivision for maintenance of the common areas of the subdivision. The rates are currently annual and are set at \$240.00 per year per lot, and are due January 1 of each year.

CLAUSE IV

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 V

The restriction, 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 then (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 been recorded in the office of the Recorder of Deeds of McLean County, Illinois, agreeing to change said covenants in whole or in part.

CLAUSE VI

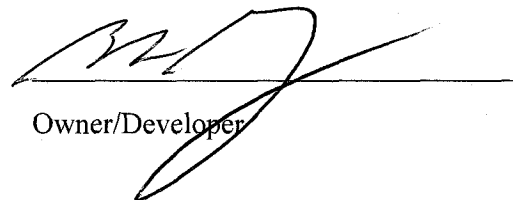
Invalidation of any one of the foregoing restrictions, reservations, or covenants by judgment or by court order shall in no way affect any of the other provisions, which shall remain in full force and effect, and a waiver or modification in any of them by developer as to any particular lot shall not in any way limit, restrict, or bar the enforcement of them as to other lots or lot owners.

CLAUSE VII

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 31st day of May, 2016

KEYSTONE HOMES, INC.



Owner/Developer

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 ROBERT BEADY, personally known to me to be the owner/developer, 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 owner/developer, he signed and delivered the said instrument.

Given under my hand and notarial seal this 31st day of May, 2016.



Notary Public

