

PROTECTIVE COVENANTS

CHATEAU ESTATES OF THE VINEYARDS

BRADY RESIDENTIAL COMMUNITY, being the owner of said land hereinafter described and being the developer-owner, respectively, of the First Addition to The Vineyards 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 ___ through _____, inclusive in the First Addition to The Vineyards in Normal, according to the Plat thereof recorded _____, Document No. _____, in McLean County, Illinois.

P.I.N. _____

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 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	1,600 - Square feet on one level
Two Story Style	2,200 - Square feet on two levels
1 1/2 Story Style	2,200 - Square feet on 1 1/2 levels

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 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 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 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 pre-assembled components may be used.

All houses shall have a minimum of 35% 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 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 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 thirty (30) 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 thirty (30) 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 calls for same, except as stated in Paragraph R.

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 in front and seeded in side and rear yards within six (6) months of occupancy and each lot owner must plant four (4) trees with a minimum of two (2) inches in diameter. Two (2) of which need to be in the front yard.

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 constructing same of either vinyl or wrought iron style. All fencing material and design must be approved.

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 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. No more than five (5) pets total.

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, boat 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, nor 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 during initial construction.

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. Builder will design and supply approved mailboxes of wrought iron design.

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.

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 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 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 _____ day of _____.

BRADY RESIDENTIAL COMMUNITY

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 William E. Brady, personally known to me to be the President of the 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 persona and severally acknowledged that as such President he signed and delivered the said instrument as President of said corporation.

Given under my hand and notarial seal this _____ day of _____.

Notary Public

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

The undersigned parties, as purchasers of a lot or lots in the First Addition to The Vineyards in the Town of Normal, 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:

