

PROTECTIVE COVENANTS

SILVER OAK ESTATES

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:

1.

A. HOUSE REQUIREMENTS

1. Each house must be centered on the lot except where developer approves otherwise.
2. The foundation of the house must be below ground or covered with brick. Any above grade foundation must be covered by brick or stone.
3. Exterior fireplaces and chimneys of all fireplaces must be faced with brick or stone, including side vented fireplaces.
4. All houses or structures must be set back a minimum of thirty (30) feet from the front lot line and a minimum of eight (8) feet from each side lot line.
5. All roofs on houses and structures must have a pitch of six/twelve or more.
6. No vinyl siding shall be used, with exception of shake look.
7. All houses shall have a minimum of 50% brick or stone on front elevation on the exterior.
8. All houses shall have the following minimum square footage of living space, excluding attics and basements:
 - a) Ranch style 2,300 square feet
 - b) 2 Story style 2,500 square feet
 - c) 1 1/2 Story style 2,400 square feet

The square footage when backing up to the Lake Area shall be:

- a) Ranch style 2,300 square feet
 - b) 2 Story style 2,500 square feet
 - c) 1 1/2 Story style 2,400 square feet
9. All houses must be completed within twelve (12) months of the issuance of a building permit.
 10. Each house must be improved with not less than a two-car no more than a four-car attached garage. The minimum size of any two-car garage shall be twenty-two (22) feet by twenty-two (22) feet and each garage shall have a paved driveway from the street to the garage. All driveways must be paved before occupancy, except where weather prevents paving and then only with the approval of the developer.

LOT IMPROVEMENTS

1. No outbuildings, above ground swimming pools, clotheslines or poles, TV reception dishes over two (2) feet in diameter without Architectural Committee approval.
2. FENCES. Fences, if allowed, shall be approved by developer before erection and shall be of wrought iron style. No fences shall be allowed on any lake lots.
3. Playground equipment and firewood must be screened from all abutting lots.

4. LANDSCAPING. All lots must be sodded in entirety within one (6) months of occupancy. Each lot owner must plant a minimum of six (6) trees with a two (2) inch diameter within 120 days of occupancy of any house constructed on a lot. Two (2) deciduous-type trees with one (1) in front yard. All trees must be regularly trimmed and maintained in an attractive manner.

5. SIDEWALKS. All city sidewalks shall be developed by the builder on the lots in accordance with city requirements.

MISCELLANEOUS PROVISIONS

1. PETS. No livestock or pets shall be allowed other than domestic pets, such as dogs and cats. No more than five (5) total pets. No pets shall be kept in exterior pens or cages.

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 dogs outside the house if they bark excessively. Dogs may not use any area other than owner's lot as a bathroom.

2. RECREATIONAL VEHICLES. No travel trailers, recreational-type vehicles, mobile homes, boats, boat trailers, motorbikes, trail bikes, snowmobiles, lawn care equipment or like vehicles or items shall be kept on the lot or anywhere in the subdivision and its additions more than 4 consecutive days at a time twice per year, maximum of eight (8) per year, except within enclosed garages.

3. LAWNS. All lawns shall be well-maintained and grass shall be kept mowed to a height of six (6) inches or less.

4. SURPLUS DIRT. No dirt shall be removed from any lot or from the subdivision or any addition thereto without developer's approval nor shall any dirt be dumped anywhere within the subdivision or additions without developer's approval.

5. ASSOCIATION. Developer shall create a Silver Oak Estates Homeowners' Association of the forty-two (42) lots at developer's cost. Each lot owner of Silver Oak Estates will automatically become a member of the Association upon the closing of its lot purchase. Each member of the Association shall make an annual payment toward the costs and expenses of the Association set up by developer and the Association shall make an effort to hold the annual contribution to not more than \$400.00 per year per family. The developer agrees to develop a lake and leisure space area around the lake within the subdivision and other miscellaneous areas to manage the common areas until it has been developed to the developer's satisfaction, at which time the area shall be turned over to the Association. The areas shall be called "Leisure Space". All or a portion of the fees paid by Association member may be used by developer for improvements to the lake and leisure areas. Developer will establish rules and regulations for the use of the lake and leisure areas. These rules and regulations shall remain in effect after said areas are turned over to the Homeowners' Association. Until such time as developer and owner have sold all lots in the subdivision or any additions thereto, no changes in rules and regulations pertaining to the park shall be changed, amended, or added to without the approval of the developer.

6. 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.

7. LOT MAINTENANCE. All the lot owners shall maintain their yards in such manner as to keep grass and weeds mowed so that they do not exceed a height of six (6) inches and to keep them clean, free of debris, free of weeds, crabgrass and dandelions.
8. MAILBOXES. Builder will design and supply approved mailboxes of wrought iron design.
9. SWIMMING. No swimming is allowed in the lake.
10. CONSTRUCTION MATERIALS. New lumber shall be used in the construction of any house. No prefabricated or enclosed panelized construction shall be allowed, except as may be approved by the developer. No black tar based insulated sheathing or 1/8" hardboard sheathing shall be allowed.
11. EXTERIOR. All exterior materials and colors need developer approval. Houses with rear yards backing up to the lake area shall have a minimum of 20% brick or stone on its rear elevation.
12. FOUNDATION REQUIREMENTS. All houses constructed on lots shall have basements or crawl spaces. No houses will be constructed on slabs.
13. DETACHED BUILDINGS. No outbuildings of any kind shall be allowed on any lot, except for gazebos and such other decorative structures with developer approval.
14. FOOTING TILE REQUIREMENTS. No footing tile or downspouts shall be connected to the sanitary sewer system. No surface water shall be allowed to enter the footing tile drainage system, except with prior approval of the developer.
15. UNSOLD LOTS. Developer may from time to time amend the Protective Covenants for the unsold lots, if in his opinion; it is for the good of the sold or unsold lots.

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 the 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 person 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:

