

DECLARATION OF COVENANTS AND RESTRICTIONS  
RELATING TO ACORN ACRES, SECOND ADDITION,  
BEING A SUBDIVISION OF THE VILLAGE OF  
HAWTHORN WOODS, LAKE COUNTY, ILLINOIS

Dated September 23, 1963

EDWARD SANDMAN and LYDIA SANDMAN, his wife, owners of the Subdivision known as ACORN ACRES, SECOND ADDITION, which plat of Subdivision was recorded as Document #1200973 in Book 40 of Plats, page 46, in the Office of the recorder of Deeds of Lake County, Illinois, on September 23, 1963, and which Subdivision is in the Village of Hawthorn Woods, Lake County, Illinois, do now for themselves, their heirs, executors, administrators and assigns, COVENANT AND AGREE AND DECLARE as follows:

ARTICLE I

The following shall be and are minimum restrictions, building requirements and the like in connection with lots comprising the said premises known as Acorn Acres, Second Addition, above described; they shall be covenants which run with the land and shall be in force and effect and binding on all parties and persons claiming an interest in said subdivision now or in the future, and they shall be in effect and binding until January 1, 1980, at which time said covenants shall automatically extend for successive periods of ten years, unless, by a vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

100  
100  
300  
at floor

1. No buildings or structures shall be erected other than a single, one-family residence or dwelling house consisting of a minimum of 1650 square feet of living area if a one-story house, and a minimum of 3000 square feet of living area if two or more stories. Living areas shall be exclusive of basement, porch, attic, breezeway or garage. Buildings or structures erected shall be used solely for residential purposes. No billboards or any other structure shall be erected for the purpose of advertising, nor shall any form of advertising be allowed or maintained on the premises. Horses, cattle, swine, goats, sheep, bees, or fowl shall not be raised, maintained or allowed on the premises. No delivery trucks, pick-up trucks, or other commercial vehicles (excluding automobiles) shall be parked overnight in the subdivision, except when such vehicle is being used "on the job" construction in the subdivision.

2. No building or alterations or addition costing more than One Thousand Dollars (\$1,000.00) shall be erected or maintained on said premises without plans and specifications drawn or approved by a licensed architect and a copy of said plans or approval submitted to EDWARD SANDMAN or LYDIA SANDMAN for their approval in writing. The said EDWARD SANDMAN or LYDIA SANDMAN shall have the further right to approve the color of houses.

3. No building or structure shall be erected prior to the principal building; however, a garage may be erected prior to principal building for the purpose of storing of building materials, providing the foundation for the principal building is completed. Construction and erection of any building or structure specified herein shall be completed within one year.

4. No improvement shall be erected on or under said subdivision without being in accordance with the standards and regulations set forth by public authorities having jurisdiction over such matters.

5. All lots having tile lines are subject to the rights of the adjacent owners and the public to have maintained the uninterrupted flow of water through said tile lines.

6. No building or structure shall be erected prior to acquiring written approval from EDWARD SANDMAN or LYDIA SANDMAN as to the building site or location of said proposed structure.

7. Trees and shrubbery shall only be removed or destroyed when it is necessary to do so in the construction of an improvement. Other trees and shrubbery shall only be removed or destroyed after written permission is acquired from the said EDWARD SANDMAN or LYDIA SANDMAN.

8. Owners of lots in said subdivision shall maintain and keep their premises in a neat and orderly fashion and shall not permit a nuisance to exist thereon. In the event that an owner or owners permit a nuisance to exist by virtue of their failure to maintain their lots in an orderly manner, then the said EDWARD SANDMAN or LYDIA SANDMAN has the right to take the necessary steps to abate said nuisance at the cost and expense of the owner or owners creating said nuisance, provided that the said EDWARD SANDMAN or LYDIA SANDMAN shall first give a thirty-day notice in writing of their intention to abate the said nuisance.

9. No fences or hedges shall be built or placed to demarcate the boundaries of the several lots or in such manner as to unreasonably screen any property from the view of the adjoining property.

10. All dogs shall be kept on leash when outside the limits of the owner's property.

11. All garbage cans shall be kept in the garage or other suitable enclosure, except on the day of pick-up.

12. If any purchaser or purchasers, their heirs or assigns, shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for EDWARD SANDMAN or LYDIA SANDMAN to prosecute any proceeding at law or in equity against the said person or persons violating or attempting to violate any such covenant either to prevent him or them for so doing, or to remove improvements already in violation, or to recover damages or other dues for such violation.

## ARTICLE II

1. Every purchaser of premises in the herein described Acorn Acres, Second Addition, shall become a member of an association known as Acorn Acres Improvement Association, which may exist as an incorporated or unincorporated body. The right of purchasers to use the streets, parks, drives and easements in said subdivision in common with others is granted, subject to such restrictions and controls as may be legally imposed by the Acorn Acres Improvement Association, and all purchasers and owners shall be subject to dues, assessments and service charges from time to time in force per member, per lot, per annum. Dues, charges and assessments, as declared by said Improvement Association, if not paid by the end of the calendar year for which they are assessed, shall be a valid and enforceable lien on the respective property of purchasers and owners in the said Acorn Acres, Second Addition.

2. Parks and all public property in said subdivision are to be maintained and regulated by the said Improvement Association as herein set forth.

3. The Association shall have general powers and jurisdiction over all community matters and its rules and regulations adopted by a majority of its members passed at any regular or special meeting, duly called and held pursuant to the by-laws, rules and regulations then in force, shall be binding on all property owners.

4. The Acorn Acres Improvement Association shall have the right to institute proceedings in law or in equity, to acquire a judgment or other relief that a court may deem necessary to enforce the articles and provisions as herein set forth in Article II and its by-laws enacted hereafter.

WITNESS our hands and our seals this 23rd day of September 1963.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Subscribed and sworn to  
before me this 23rd day  
of September, 1963

\_\_\_\_\_  
Notary Public