

DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR
KNOTTINGWOOD LAKES SUBDIVISION

This Declaration, dated this 10th day of August, 1978, is made by the MIDWEST BANK AND TRUST COMPANY, Trustee, under Trust Agreement dated December 10, 1968, and known as Trust Number 68-12-248; CHICAGO TITLE AND TRUST COMPANY, Trustee, under Trust Agreement dated October 19, 1977, and known as Trust Number 1070845; and JOSEPH P. SCHAVILJE and DIANE SCHAVILJE, his wife (hereinafter referred to as OWNERS).

WHEREAS, OWNERS are the legal title holders of certain real estate (hereinafter referred to as KNOTTINGWOOD LAKES SUBDIVISION) (hereinafter referred to as SUBDIVISION), the legal description is set forth in Exhibit A, attached hereto and made a part hereof.

WHEREAS, OWNERS desire to establish for their own benefit and for the mutual benefit of all future owners certain easements or rights in, over, under and along certain portions of the SUBDIVISION and certain mutually beneficial restrictions and obligations with respect to the uses, conduct and maintenance of the Premises.

WHEREAS, there has been incorporated under the laws of the State of Illinois as a not-for-profit corporation, KNOTTINGWOOD LAKES HOMEOWNERS ASSOCIATION (hereinafter referred to as the ASSOCIATION), for the purposes of maintaining and administering the recreational and other common facilities on Out-Lot A and administering and enforcing the covenants and restrictions hereinafter created.

If there is any conflict between the conditions and rights created hereinafter and the Hawthorne Woods Ordinances, the Hawthorne Woods Ordinances shall take preference.

NOW, THEREFORE, the OWNERS hereby declare that the real estate described in Exhibit A is and shall be transferred, held, sold, conveyed, and accepted subject to this Declaration.

a. An easement on the land designated as Out-Lot A on the Plat of Subdivision of KNOTTINGWOOD LAKES SUBDIVISION recorded day of , 1978 as Document # in Lake County, Illinois is hereby declared for the purposes of constructing and maintaining thereon a lake, recreational park area, water shed, and wild life refuge and related facilities to be used and engaged for recreational purposes by all owners and occupants of the Premises, members of their immediate families, guests and other invitees.

b. Each owner and occupant in the SUBDIVISION shall have the right to use and enjoy Out-Lot A in common with all other owners and occupants on the Premises. The rights herein granted shall extend to owners, occupants, members of their immediate families, guests and other invitees. The use of Out-Lot A shall be subject to and governed by the provisions of this Declaration, the ASSOCIATION'S Articles of Incorporation, its By-Laws and rules and regulations promulgated from time to time by the ASSOCIATION.

c. Trust Number 68-12-248, MIDWEST BANK AND TRUST COMPANY, Trustee, shall retain the legal title to Out-Lot A until such time as in the opinion of P. E. M. Developers, the ASSOCIATION is able to maintain and administer the same. Nevertheless, the legal title to the Out-Lot A shall be conveyed to the ASSOCIATION by the then record title holder, free and clear of all liens and encumbrances, no later than the day which is thirty (30) days from and after the completion of the thirtieth (30th) residence in the SUBDIVISION.

d. Each owner of a residential lot in the SUBDIVISION while he remains the same, shall be a member of the ASSOCIATION. When more than one person constitutes an owner, all such persons shall be members of the ASSOCIATION. The OWNERS, for themselves, their successors and assigns, hereby covenant and

each owner by acceptance of his deed or lease shall be deemed to covenant and agree to be bound by and to observe the terms and provisions of this Declaration, the ASSOCIATION's Articles of Incorporation, its By-Laws and rules and regulations promulgated from time to time by the ASSOCIATION, Board of Directors and its officers.

(i) No owner of any lot shall cause or allow any erosion to occur on said lot which is in violation of Village ordinances or which the Village deems to be detrimental to public or private property or the safety and welfare of the residents of the Village.

(ii) Unless otherwise specifically directed by the Village of Hawthorne Woods or other applicable governmental authority, the respective lot owner shall be responsible for the control of erosion and the maintenance of landscaping, including grass, within those portions of any dedicated right of way adjacent to their respective premises and not within the paved portions of the right of way, such responsibility of maintenance to include all drainage structures, including swales and drainage pipes and culverts. Prior approval from the Village engineer must be obtained before making any alterations or changes of a permanent nature in such areas.

(iii) Each owner of each lot shall be responsible for the control of weeds and other undesirable vegetation located upon his property; and shall promptly treat any diseased tree or other vegetation and promptly remove any dead or untreatable tree or other vegetation.

(iv) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and in an inconspicuous place.

(v) Before any building shall be occupied or used, a septic tank or other facilities for the disposal of sewage shall be erected or installed, and the arrangements for sewage disposal shall be such as to prevent all nuisance and all possibility of contamination, and such as to be satisfactory to the Village, County, and State health authorities. The septic facilities shall be located within the set back lines as provided in the Plat of Subdivision.

(vi) Septic System Notation. In approving this Plat of Subdivision, the municipality has not undertaken or reviewed any tests or data relative to the suitability of individual lots for septic systems. Prior to the issuance of a building permit, the municipality will require evidence that soil conditions for the lots in question permit the use of septic systems.

(vii) The owner of any lot shall provide loam or other high quality, permeable fill for such lots within the development as are determined to require such fill in order to provide each residence with a septic system which conforms to the ordinances of the Village. The existing soils upon any such lot shall not be disturbed or be permitted to become mixed with such fill, except that existing soils may be totally removed from any such lot where it is necessary to have a greater depth of fill. Nothing herein shall be deemed to indicate that Village will approve or accept any such septic system, or part thereof, all of which shall comply in all respects with such ordinances of this Village as are in effect at the time application for a permit to construct such system is made.

(viii) No lot shall be occupied until a water well and water system is located, constructed and equipped thereon by the purchaser of the lot, or the purchaser's successors in interest without expense to the Developer in accordance with the requirements, standards and recommendations of the Village of Hawthorne Woods and any other controlling public authority. Approvals of such water well system as installed shall be obtained from such authorities.

(ix) No building shall be erected or maintained on any lot for manufacturing, industrial or business purposes; and no noxious or offensive trade shall be carried on upon any lot.

(x) No stables or other quarters shall be erected, maintained or used on any lot for stabling or accommodating any horses, cattle, swine, goats, sheep, bees or fowl.

(xi) No fence, wall or other structure shall be erected or maintained along the thread line, or in any other part of any brook or stream; and no obstruction, diversion or pollution of any brook, stream or lake shall be suffered or permitted.

(xii) No outdoor clothesline or other outdoor clothes drying or bleaching device shall be allowed on any lot at any time.

(xiii) No owner of any lot shall cause or permit any truck, trailer, mobile home, boat or horse carrier, or similar vehicle to be parked or stored on his property, except for a period not to exceed 6 hours within a 30 day period and for the sole purpose of loading or unloading said truck, trailer, mobile home, carrier or similar vehicle.

(xiv) Architectural Control. No building, fence, wall, well, other structure or facility shall be erected, placed or permitted to remain, and no alteration of any of the foregoing costing more than One Thousand Dollars, and no alteration of the physical conditions of any lot which would appreciably effect the appearance of the vicinity or the value of other lots shall be made, unless and until the design plans and specifications therefore, showing the nature, kind, shape, size, location, externally visible materials, colors and general appearance thereof, including the proposed landscaping of the lot, shall have been submitted to, approved in writing by, and a copy thereof approved permanently lodged with P. E. M. Developers, its successors or assigns. In the event said design, plans or specifications are disapproved, or that the same are not approved

within thirty (30) days of their submission, then within sixty (60) days following such disapproval or following the lapse of such thirty (30) days, the owner of the lot submitting said design, plans, or specifications shall have the right to notify in writing P. E. M. Developers, its successors or assigns, of his intention to seek approval thereof by a committee of three architects, and by appointing, in such note the first of said architects. Within ten (10) days following receipt of such notice, P. E. M. Developers, its successors or assigns, shall appoint a second architect, and within ten (10) days thereafter the two architects so appointed shall appoint a third; the decision of two of the three architects so appointed shall be final and conclusive; there shall be no above ground swimming pools.

(xv) No building shall be erected or permitted on any lot unless in conjunction therewith there is constructed a hard surfaced driveway (including for proper draining the culvert hereinafter specified) measuring at least ten (10) feet in width and running from the street paving to the building line. Before commencement of any construction of any kind whatsoever, there shall be installed across the proposed driveway a culvert conforming as to size, length and type of material with the minimum standards specified by the Lake County Highway Department and the Township Highway Commissioner. Drainage ditches paralleling roads shall not be constructed or altered insofar as their course or carrying capacity are concerned by such driveways.

(xvi) No building shall be erected or maintained on any lot unless it be a dwelling house designed and equipped for occupancy as a private residence by a single family, provided that after completion of any such dwelling house, accessory buildings may be erected and maintained as appurtenances of such dwelling house provided such structure is permitted by and in

accordance with applicable Village ordinances. No more than one such dwelling shall be permitted on any lot.

(xvii) For the purposes hereof, the lot line adjoining any street shall be the "front line". No building, breezeway or garage shall be erected or permitted nearer said lot lines than that which is allowable under the building, zoning and other applicable laws and regulations of the Village of Hawthorne Woods. No fence or wall shall be erected, placed or altered on any lot nearer to the front line of the lot than the permitted building line, nor shall any sight screening structures or planting be installed or permitted between any dwelling and the street or road.

(xviii) All equipment used in clearing, excavation or construction, not rubber-tired, shall only be loaded or unloaded within the boundary lines of each lot. No truck or commercial vehicle shall be permitted upon any lot except when said truck or commercial vehicle is actually delivering or unloading personal property to and from the premises and except any truck or commercial vehicle which is restricted to the interior confines of the private garage. No private vehicles shall be continuously parked on the streets or roadways, but shall be kept on the driveway of the lot or in the private garage, it being the intention to prevent obstruction of the streets by continuous parking thereon.

(xix) No structure of any kind shall be erected or placed on the lot without the written consent of the Developer, nor shall any soil or black dirt be sold or removed, nor shall any trees or shrubbery be cut, sold or removed until and unless the Buyer has first made all of the payments and performed all of the covenants being made and performed by him, including the payment of the purchase price in full.

(xx) No soil or black dirt shall be removed from Subdivision without the consent of P. E. M. Developers, its successors or assigns. If such consent is not given, then P. E. M. Developers shall designate the location for the

disposal of any such soil or black dirt considered surplus by the individual lot owners.

(xxi) The grade for the top of the foundation for all homes, shall be established by P. E. M. Developers. However, said grade shall not be less than twelve (12) inches above the crown of the road.

(xxii) No culverts shall be laid in the ditch line by the purchaser, other than for driveways. Said culverts shall not exceed twenty-four (24) feet in length nor be less than twenty (20) feet with flared ends.

(xxiii) No advertising sign, or billboard, including "For Sale" or "For Rent" advertising signs, and no visible oil or gas tank for fuel or other purposes, shall be erected or maintained on any lot; except, however, a sign, not exceeding 2 feet by 3 feet in area, may be erected during the construction of the house, displaying the name of the general contractor and/or architect. This sign shall be removed immediately after completion of the house.

(xxiv) Each lot shall continue to be subject to these covenants and restrictions until January 1, 2002, and thereafter perpetually unless the owners representing two-thirds ($2/3$) in number of the lots in Knottingwood Lakes Subdivision, and the Village of Hawthorne Woods shall file in the office of the Recorder of Deeds of Lake County, Illinois, a written statement signed and acknowledged by such owner or owners and the Village, stating that such restrictions, or portion thereof, shall become ineffective prior to the end of such additional period, in which event such restrictions, or those specified in such written statement shall become ineffective on the date stated in such written statement.

(xxv) The owners of all lots in this subdivision shall be collectively liable and financially responsible to keep and maintain the drainage pond in the subdivision and all drain tile systems in good working order and in a clean, safe, and healthy condition. Each lot and the owner thereof shall bear 1/59th of the costs of any repair or amintenance bills required to carry this covenant into effect, except those owners of lots

adjacent to Out-Lot A, and the Lake shall pay 2/59ths of the costs.

(xxvi) Each covenant and restriction set forth herein is for the benefit of all lot owners as well as for the benefit of the Village. Each lot owner and/or Village shall have the right to enforce these covenants and restrictions.

(xxvii) If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owing any real property situated in said subdivision to prosecute any proceedings at law or in equity against such parties, their heirs or assigns, to enforce such covenants or restrictions and either to prevent such person or persons from so doing, or to recover damages for such violation, or both.

All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and that at all times shall enure to the benefit of and be binding on the owners, their successors and assigns, and any other person having an interest in the Premises or any portion thereof.

THE MIDWEST BANK AND TRUST COMPANY, Trustee
Trust #68-12-248 *and Not Personally*

BY: *Anthony J. Davis*
Asst. Trust Officer

CHICAGO TITLE AND TRUST COMPANY, Trustee
Trust #1070845 AND NOT PERSONALLY

BY: *Arthur A. Mastaglio*
ASST. VICE PRESIDENT

ATTEST *Jordan M. Serna*
ASST. SECRETARY

Joseph P. Schavilje
JOSEPH P. SCHAVILJE

Diane Schavilje
DIANE SCHAVILJE

THE MIDWEST BANK AND TRUST COMPANY, Trustee
Trust #68-12-248 *and Not Personally*

By: *Anthony J. Peasis*



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the *OR MIDWEST BANK & TRUST COMPANY* Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

FORM 11 R10-71