

DECLARATION OF RESTRICTIONS AND CONDITIONS RELATING TO:

THE MEADOWS SUBDIVISION

WHEREAS, THE MEADOWS SUBDIVISION is legally described as follows:

THE MEADOWS, a subdivision in the Village of Hawthorn Woods, Lake County, Illinois, according to the plat of said subdivision recorded as document number 3031175 in the office of the Recorder of Deeds of Lake County, Illinois; and

WHEREAS, the undersigned owners of the lots in THE MEADOWS SUBDIVISION (legally described above) desire to make a Declaration of Restrictions and Conditions:

NOW THEREFORE, the undersigned owners of the lots within THE MEADOWS SUBDIVISION above described, hereby declare, covenant and agree that the property within THE MEADOWS SUBDIVISION above described, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the property and be binding on and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

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 THE MEADOWS SUBDIVISION above-mentioned; 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. The following shall be in force and effect until August 25, 2000, at which time said covenants and restrictions shall be automatically renewed for successive five year periods unless at that time or at any successive five year period thereafter they are amended by the then majority of the owners of the lots of THE MEADOWS SUBDIVISION which would be affected by the amendment.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes and not more than one single family dwelling shall be erected on any lot. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height, and an attached private garage for a minimum of two cars. No dwelling shall be occupied or used until dully completed. No building shall be erected on any lot with aluminum, vinyl, or steel exterior siding.

2. GARAGE. All garages shall be attached to the residence and shall conform in color and design with the residence.

No garage shall be built prior to the erection of a residence building, and no garage shall be used as a temporary or permanent residence. No trailer, tent, shack, shed or temporary structure shall be erected, located, used or occupied for any purpose on any lot in said subdivision.

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THIS INSTRUMENT PREPARED BY:

JOHN G. GREEN III
ATTORNEY AT LAW
464 N. LAKE ST.
MUNDELEIN, IL 60060
708 / 566-6887

INTERCOUNTY TITLE COMPANY OF ILLINOIS
RECORDED 12 68539
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3. DWELLING DESIGN AND LOCATION. No dwelling or appurtenant structure shall be erected, placed or altered on any of said lots herein described, until the plans and specifications for such dwellings or appurtenant structures to be erected have been submitted to and approved in writing by Fischer-Moll Partnership, or the person or persons who they may designate to make such approval.

4. FLOOR AREA. No single story residence shall be erected which contains less than twenty-two hundred (2,200) square feet of actual ground floor area, and no one-and-a-half or two-story residence shall be erected which contains less than twenty-six hundred (2,600) square feet, except on lots 17, 18, 19, & 30 which may not contain less than twenty-two (2,200), of actual above ground floor and upstairs floor area; open porches, patios, breezeways or garages shall not be included in the computation of said floor area, except where there are rooms over porches, breezeways or garages which rooms are connected with and considered a part of the residence, in which event the rooms only shall be included in the computation of the necessary floor area.

5. LOCATION. No building shall be erected closer than 30 feet to front lot line except culdesac lots which are to be no more than 50 feet to the front lot line, and no nearer than 30 feet to the side lines, except, however, that where the shape or topography of the lot makes it impractical to build a residence to comply with said front and side lines and provided the location of the structure meets all existing village or appropriate local government ordinances or has the written approval for a variance from those ordinances by the appropriate village or local government official(s), then such owner may apply to THE MEADOWS IMPROVEMENT ASSOCIATION to request that such a residence be built closer to front line or side line restrictions above set forth.

6. FENCES AND HEDGES. No fences or hedges shall be built or placed to demarcate the boundaries of the several lots. No wall, hedge or shrub plantings which obstruct sight lines shall be placed or permitted to remain on any corner lot within the triangular arcs formed by the street property lines, and a line connecting them at points 25 feet from the intersection of a street property line extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No planting shall be permitted to remain within such distance of such intersections unless they are maintained at sufficient height to prevent obstruction of such sight line. No fences shall be allowed except as permitted by special permit or provided for under appropriate village or local government ordinance.

7. PARKING. No motor vehicles shall be parked on the public road in front of the lots in the subdivision, except when the property owner's driveway is not sufficient to accommodate all the cars for a special occasion or when the driveway is being repaired or undergoing routine maintenance. Overnight parking, except in a garage or carport, of trucks, delivery trucks, pickup trucks, recreational vehicles, house cars, house trailers, campers, trailers, boat trailers, boats, farm tractors, farm equipment and construction equipment is prohibited except as provided for in the appropriate village or local government ordinances or regulations.

8. ROOFS. No residences shall be erected which does not have a sloping or pitched roof. Flat roofs except for occasional decks are prohibited. Exterior materials and color schemes shall be chosen with due regard for the surrounding houses, and shall be approved in the same manner as plans and specifications.

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9. TILE LINES AND SEPTIC TANKS. 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. Unless public sewers are available, all residences must have constructed therewith, before occupancy, a septic tank and field bed for the disposal of sewage, each of which shall be constructed and maintained in accordance with the rules and regulations then in force and adopted from time to time by the proper governmental authorities including the Village of Hawthorn Woods, the County of Lake and the State of Illinois. Every sink and toilet drain must be connected to said septic tank installation or to a public sewer when available.

10. PETS, LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except for dogs and other household pets provided they are not kept, bred or maintained for any commercial purpose, and provided all local ordinances and regulations governing the particular animals that are maintained as household pets are complied with. All household pets must be confined to the owners lot or be on a leash under a handler's direct control when outside the limits of the owner's property. No dog runs are allowed.

11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, namely garbage cans. Containers for the storage or disposal of such materials shall be kept in garbage cans or suitable enclosure, except on day of pickup.

12. CONSTRUCTION AND APPROVALS. No building or structure shall be erected prior to the principal building. Construction and erection of any building or structure specified herein shall be completed within one year. No building exterior addition or alteration costing over five thousand (\$5,000.00) shall be erected or maintained on said premises without plans and specifications drawn up and those plans approved by THE MEADOWS IMPROVEMENT ASSOCIATION, INC, and the appropriate Village or local government authorities. If written approval or written disapproval from THE MEADOWS IMPROVEMENT ASSOCIATION, INC. is not rendered within thirty (30) days, automatic approval is granted. No improvement shall be erected on or said subdivision without being in accordance with the standards and regulations set forth by public authorities having jurisdiction over such improvements.

13. PROPERTY MAINTENANCE. 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 MEADOWS IMPROVEMENT ASSOCIATION, INC. through its Board of Directors, have 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 THE MEADOWS IMPROVEMENT ASSOCIATION, INC. shall first give notice in writing of their intention to abate the said nuisance.

14. GENERAL PROVISIONS - TERM. These covenants and restrictions are and shall be considered as covenants and restrictions running with the land and shall be binding upon all parties and all persons claiming under them for the period as stated herein.

15. SIGNS. No sign of any kind shall be displayed to the public view on any lot other than allowed by the Village of Hawthorn Woods.

16. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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17. GENERAL ENFORCEMENT. If any owner or owners, their heirs or assigns, shall violate any of the covenants contained herein, it shall be lawful for any person affected thereby or for THE MEADOWS IMPROVEMENT ASSOCIATION, INC. to prosecute any proceeding in law or equity against the said person or persons violating or attempting to violate any covenants either to restrain or remove the violation.

18. SEVERABILITY. Invalidation of any one of these covenants by any judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

19. NO PERMANENT CLOTHES LINES SHALL BE INSTALLED or maintained on any lot in the subdivision.

20. BINDING. The above provisions shall be considered as covenants running with land and binding upon the grantees of said real estate, their heirs, executors, administrators, successors and assigns.

ARTICLE II

1. Every purchases of premises in the herein described THE MEADOWS SUBDIVISION shall become a member of any association known as THE MEADOWS IMPROVEMENT ASSOCIATION, INC. 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 MEADOWS IMPROVEMENT ASSOCIATION, INC. 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 MEADOWS SUBDIVISION and also shall be collectible in an action in law or equity in the Circuit Court of Lake County, Illinois. Until changed by a majority of the members of THE MEADOWS IMPROVEMENT ASSOCIATION, INC., annual dues shall be as shown in the following schedule and shall be assessed on each lot from and after the time said lot is deeded to the first purchaser.

UNIMPROVED LOTS:	\$22.50 PER YEAR
IMPROVED LOTS:	\$45.00 PER YEAR

2. Parks and lake property owned by THE MEADOWS IMPROVEMENT ASSOCIATION, INC. and the public entranceways to THE MEADOWS SUBDIVISION are to be maintained and regulated by the said IMPROVEMENT ASSOCIATION as herein set forth.

3. THE MEADOWS IMPROVEMENT ASSOCIATION, INC. 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 MEADOWS IMPROVEMENT ASSOCIATION, INC. 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-law enacted hereafter.

This document may be executed in one or more parts and the parts when attached hereto, shall comprise the entire document.

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IN WITNESS WHEREOF, the undersigned owners of the lots in THE MEADOWS SUBDIVISION have executed this agreement which shall become effective on JUNE 30, 1991.

SIGNATURE PAGE FOR THE MEADOWS SUBDIVISION

LOT # OWNERS SIGNATURE:

NOTARY PUBLIC SIGNATURE:

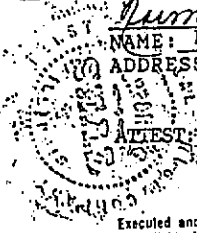
DATE: June 3, 1991

COUNTY: Cook STATE: Illinois
DATE: 6-3-91

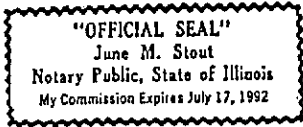
First Colonial Trust Company not personally but solely as Trustee under Trust Agreement 5802 dated 4-26-91.

Norma J. Haworth
NAME: Norma J. Haworth, Land Trust Officer
ADDRESS: 104 No. Oak Park Avenue
Oak Park, Illinois 60301

June M. Stout SEAL
NOTARY PUBLIC



ATTEST: Donna M. Kerwin
Donna M. Kerwin, Trust Officer



Executed and delivered by First Colonial Trust Company not in its individual capacity, but solely in the capacity of trustee for the purpose of binding the trust for which it is acting, and subject to the express condition, anything herein to the contrary notwithstanding that no personal liability or responsibility is assumed by First Colonial Trust Company.
Trust No. 5802

REORDER
LAKE COUNTY, ILLINOIS
91 JUL 26 PM 12:16
Frank J. Mueller

3044705

NOTARY PUBLIC'S STATEMENT

Each notary public signing this document makes the following statement with respect to the persons signing immediately adjacent to the notary's signature, which statement is incorporated by reference and made a part of said notary's signature:

"I, a Notary Public, in and for the County and State identified above my signature, DO HEREBY CERTIFY, that the persons who signed this document next to my signature, are personally known to me to be the same persons and officers whose names are subscribed to the foregoing document and that they appeared before me this day in person and acknowledged that they signed and delivered the said voluntary act."

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