

*Woodland
Estates*

*Book - 7 file
Record is lot # 4*

This Instrument was Prepared by
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DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, the CENTRAL NATIONAL BANK IN CHICAGO, as Trustee under the provisions of a Trust Agreement dated the 22nd day of May, 1969 and known as Trust No. 16005, is the owner of the following described real estate, to wit:

Lots 1 to 49 inclusive in Woodland Estates, Unit No. 1, being a Subdivision of that part of the South 3/4 of the South West 1/4 of Section 11, Township 43 North, Range 10 East of the 3rd Principal Meridian, beginn at the intersection of the North line of said South 3/4 of said South West 1/4 and of the East line of said South West 1/4, said intersection also being the intersection of the South line and of the East line of Glennshire, Unit No. 5 as recorded August 1, 1968 in Book 44 of Plats on Page 75 as Doc. 1387725; thence south along said East line of said SW 1/4 to the South line of said SW 1/4; thence West along the South line of said South West 1/4 to the centerline of Old McHenry Road; thence Northwesterly along said centerline a distance of 522.50 feet; thence Northeasterly forming an angle of 85° 25' with said centerline of said Old McHenry Road as measured from Southeast to Northeast a distance of 443.22 feet; thence Northeasterly along a curve having a radius of 323.10 feet, concave Southeasterly, for a distance of .314.85 feet; thence South 89°-58'-51" East for a distance of 100.00 feet; thence Northeasterly along a curve having a radius of 428.60 feet, concave Northwesterly, for a distance of 265.65 feet; thence North 54°-31'-06" East for a distance of 430.0 feet; thence Northeasterly & Northerly along a curve having a radius of 244.10 feet, concave, Northwesterly, for a distance of 237.16 feet; thence Northerly to a point on the North line of said South 3/4 of said Southwest 1/4 of said Section 11 a distance of 923.24 feet West of point of beginning; thence East along said North line of said South 3/4 of said Southwest 1/4 to the point of beginning, all in Lake County, Illinois.

WHEREAS, in order to insure the most beneficial development of said real estate as a residential subdivision and to prevent any use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof, the said CENTRAL NATIONAL BANK IN CHICAGO, as Trustee under the abovementioned Trust Agreement, intends to sell and will sell and convey said lots and building sites therein subject to certain protection restrictions, conditions, limitations, reservations, and covenants.

NOW, THEREFORE, the CENTRAL NATIONAL BANK IN CHICAGO, as Trustee aforesaid, does hereby declare that the following protective covenants are hereby imposed on said real estate, and shall be binding upon and inure to the benefit of each and every lot or parcel in this instrument described, to wit:

1. Land Use and Building Types: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling of the one-floor ranch type or of the one and one-half story split-level type or two-story type construction, including an immediately attached breezeway, if desired, and a private garage which must be attached to and immediately adjoin either the principal building or the breezeway, the said garage and breezeway, including roof, shall be of the same material and general design as the principal building.

2. Dwelling Size: No main dwelling house of the one-floor ranch type shall be erected or permitted on any lot unless the ground floor area of the main structure, exclusive of open porches, breezeway and garage, shall be not less than 1700 square feet. No main dwelling house of the one and one-half floor split-level type shall be erected or permitted on any lot, unless the area inclosed by foundations (exclusive of open porches, breezeway and garage) shall be not less than 1950 square feet. No main dwelling house of the two-floor type shall be erected or permitted on any lot unless the dwelling house shall contain (exclusive of open porches, breezeway and garage) not less than 2200 square feet.

3. Building Location: For the purposes hereof, the lot line adjoining the street shall be the "front line"; the opposite lot line shall be the "rear line"; and the other two lot lines shall be the "side lines". No building, breezeway or garage shall be erected or permitted nearer than thirty (30) feet to the front line or rear line, or nearer than fifteen (15) feet to either side line. No fence or wall shall be erected, placed or altered on any lot, except that in-ground swimming pools shall be fenced, nor shall any sight screening structure or planting be installed or permitted between any dwelling and the street or road.

4. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Pending the improvement of said lot with a dwelling, weeds shall be cut at all times by owner thereof.

5. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that one dog, cat, or other household pet may be kept, provided that such pets are not permitted outside of the owner's lot unattended.

6. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and in an inconspicuous place.

7. Temporary Structures: No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence whether temporary or permanently.

8. Driveways: No building shall be erected or permitted on any lot unless in conjunction therewith there is constructed a hard surfaced driveway (including for proper drainage 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 Village of Hawthorn Woods. Drainage ditches paralleling roads shall not be obstructed or altered insofar as their course or carrying capacity are concerned by such driveways.

9. Water Supply: 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 Seller in accordance with the requirements, standards and recommendations of the Lake County Department of Health and any other controlling public authority. Approvals of such water well and system shall be obtained from such authorities.

10. Sewage Disposal: No lot shall be occupied until a sewage disposal system is located, constructed and equipped thereon by the purchaser of the lot, or the purchaser's successors in interest without expense to the Seller in accordance with the requirements, standards and recommendations of the Lake County Department of Health and any other controlling public authority. Approvals of such sewage disposal system shall be obtained from such authorities.

11. Construction Equipment - Vehicles: All equipment used in clearing, excavating 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 when said truck or commercial vehicle is actually delivering or unloading or loading personal property to and from the premises, and except any truck or commercial vehicle which is restricted to the interior confines of a 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 private garage. It being the intention to prevent obstruction of the streets by continuous parking thereon.

12. Time of Construction: No soil or black dirt shall 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 the covenants to be made and performed by him, including the payment of the purchase price in full.

13. Enforcement: If the owners of any lot or lots subject 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 owning other lot or lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent such person or persons from so doing, or to recover damages for such violation, or both.

14. Duration of Restrictions and Covenants: The covenants and restrictions herein set forth shall run with the land and shall be in force and effect and shall be binding on all parties and persons claiming under them until January 1, 1986, at which time said covenants and restrictions shall automatically extend for successive periods of ten years, unless by a written agreement executed by a majority of the then owners of the lots in said sub-division it is agreed to terminate, alter, or amend said covenants or restrictions in whole or in part.

15. No signs, flags or banners of any kind or nature, including, but not limited to "For Sale" signs, whether by owner or agent, shall be placed upon any lot or residence, except the following:

- (a) Such signs as the CENTRAL NATIONAL BANK IN CHICAGO, as Trustee aforesaid, may find necessary or desirable for the promotion and sale of the property.
- (b) One sign of not more than one square foot identifying the resident of any home constructed on said lot.

16. No above-ground swimming pools of any kind shall be placed upon any lot.

This Declaration of Covenants and Restrictions is executed by the CENTRAL NATIONAL BANK IN CHICAGO, as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said CENTRAL NATIONAL BANK IN CHICAGO hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said CENTRAL NATIONAL BANK IN CHICAGO.

IN WITNESS WHEREOF, the CENTRAL NATIONAL BANK IN CHICAGO, as Trustee aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested ~~SECRET~~ ^{Secretary} this _____ day of _____, 1975.
~~SECRET~~ TO THE EXCULPATORY PROVISIONS ATTACHED
HERETO AND MADE A PART HEREOF,

CENTRAL NATIONAL BANK IN CHICAGO
as Trustee aforesaid

ATTEST:

Callie J. Madhwar
ASSISTANT TRUST OFFICER/Secretary

by William J. Purcell
Vice President