

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.

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 ~~1650~~ 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

*Rec'd via
encl
4/27/12*

FIRST AMENDED DECLARATION OF COVENANTS AND
RESTRICTIONS RELATING TO: ACORN ACRES UNIT #1
1ST ADDITION TO ACORN ACRES
ACORN ACRES UNIT #2
THIRD ADDITION TO ACORN ACRES

WHEREAS, ACORN ACRES UNIT #1 is a subdivision of part of the E.½ of the N.E.¼ of Section 8, Township 43 North, Range 10, East of the 3rd Principal Meridian, and also part of Lot 1 in Sandmans Subdivision recorded on November 16, 1959, as Document #1051837 in Book 36 of Plats, Page 16, in the office of the Recorder of Deeds, Lake County, Illinois, and,

WHEREAS, 1ST ADDITION TO ACORN ACRES is a subdivision the plat of which was recorded as Document No. 1201160, in Book 40 of Plats, Page 48, in the office of the Recorder of Deeds, Lake County, Illinois, on September 24, 1963, and,

WHEREAS, ACORN ACRES UNIT #2 (aka 2nd Addition to ACORN ACRES), is a subdivision in Section 8, Township 43 North, Range 10 East of the Third Principal Meridian, the plat of which was recorded as Document No. 1200973 in Book 40 of Plats, Page 46, in the office of the Recorder of Deeds, Lake County, Illinois, on September 23, 1963, and,

WHEREAS, THIRD ADDITION TO ACORN ACRES is a subdivision the plat of which was recorded as Document No. 1239500 in the office of the Recorder of Deeds of Lake County, Illinois, on September 21, 1964, and,

WHEREAS, the original Declarations of Covenants and Restrictions relating to each Unit of and Addition to Acorn Acres above described permit an amendment thereof by a majority of the owners of the lots within each Unit of and Addition to Acorn Acres above described, and,

WHEREAS, the undersigned majority of owners of the Lots of each Unit of and Addition to Acorn Acres above described desire to amend the Declaration of Covenants and Restrictions heretofore existing,

NOW, THEREFORE, the undersigned owners of a majority of the Lots within each Unit of and Addition to Acorn Acres above described hereby declare, covenant and agree that the property within each Unit of and Addition to Acorn Acres 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, covenants, building requirements and the like in connection with lots comprising the said premises known as Acorn Acres Unit #1, 1st Addition to Acorn Acres, Acorn Acres Unit #2 and Third Addition to Acorn Acres, as above described; and shall be in force and effect until January 1, 1985, 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 in each Unit of or Addition to Acorn Acres 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 (1) 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. No dwelling shall be occupied or used until fully completed.

2. Floor Area

No single story residence shall be erected which contains less than eighteen-hundred (1800) square feet of actual living area above the final grade level and no multi-story residence shall be erected which contains less than twenty-four hundred (2400) square feet of living space above final grade level. Open screened porches, breezeways or garages shall not be included in the computation of said living area.

3. Location of Structure

No building shall be erected within 50 feet of the front property line of the lot nor within 15 feet of the side lines of the lot; 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 restrictions; then such residence may be built closer than set forth above provided the location of the structure meets all existing village or appropriate local government ordinances or has the written approval for a variation from those ordinances by the appropriate village or local government official(s). This restriction shall include the garage and all porches and breezeways as a part of the building.

4. Garage and Out Building

All garages shall be attached to the residence and shall conform in design and construction material with the residence. No garage shall be built prior to the erection of a residence building and shall not 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.

5. Construction and Approvals

No building or structure shall be erected prior to the principle 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 two-thousand dollars (\$2,000.00) shall be erected or maintained on said premises without plans and specifications drawn up and those plans approved by the Acorn Acres Improvement Association Inc. and the appropriate village or local government authorities. If written approval from the Acorn Acres Improvement Association Inc. is not rendered within 30 days automatic approval is granted. 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 improvements.

6. 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.

7. Signs

No billboards, signs or other structure shall be erected or placed on said land for the purpose of advertising nor shall any form of advertising be allowed on the premises.

8. 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 lease under a handlers direct control when outside the limits of the owners property. No dog runs are allowed.

9. 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.

10. Landscaping, Hedges and Fences

Final grading and lawn seeding or sodding shall be completed within one (1) year from the time the new residence is occupied. No hedges, shrubs or trees shall be placed or planted 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. No fences shall be allowed except as permitted by special permit or provided for under appropriate village or local government ordinances. No fence, 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.

11. Garbage and Refuse Disposal

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, namely, garbage cans. Containers for the storage or disposal of such materials shall be kept in garage or suitable enclosure, except on pickup day. Incinerators, when not in use, shall be kept in garage or other suitable enclosure.

12. 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 Acorn Acres 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 Acorn Acres Improvement Association Inc. shall first give notice in writing of their intention to abate the said nuisance.

13. 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 Acorn Acres 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 or to recover damages or other costs for said violation.

ARTICLE II

1. Every purchaser of premises in the above described Units of and Additions to Acorn Acres shall become a member of an association known as the 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 Acorn Acres 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 the purchasers and owners.

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

3. The Acorn Acres Improvement 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 enforce the articles and provisions as herein set forth in this Article II and its by-laws enacted hereafter.