

DECLARATIONS OF COVENANTS & RESTRICTIONS RELATING TO

GLENNSHIRE UNIT NO. 1

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 GLENNSHIRE UNIT NO. 1; 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 that they shall be binding and in effect until January 1, 1977, at which time the said covenants shall automatically extend for successive periods of ten years unless by a vote of the majority of the then property holders 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 1500 square feet of floor area in the living area, exclusive of basement, porch, attic, breezeway or garage. Bi-level, tri-level or two story residences shall be considered a one-story type of residence for the purpose of this paragraph, however, a bi-level, tri-level or two story residence shall contain a minimum of 1700 square feet of floor area in the living area, exclusive of basement, porch, attic, breezeway or garage. Garages are to be attached to the principal building and are to be constructed at the same time as the principal building. A garage is to have a minimum of 250 square feet. In calculating the number of square feet in a house, only the floor area above the finished grade shall be used. Buildings or structures erected shall be used for residential purposes only. No bill boards or other structures 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, bees, sheep, or fowl shall not be raised, maintained, or allowed on the premises.

2. No new buildings or structures, nor exterior remodeling or alterations, or additions shall be erected or maintained on said premises without plans drawn or approved by a licensed architect.

3. No building or structure shall be erected prior to the principal building, however, a garage may be erected prior to the principal building for the purposes of storing building materials, provided that the foundation for the principal building is completed. Construction and erection of any building on which work is begun shall be completed within one year. Any property not completed within one year from the time ground is broken and work begun on the foundation shall revert without reservation to the First National Bank & Trust Company of Evanston.

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 of such matters.

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

6. No building or structure shall be erected prior to acquiring written approval for the building site or location of the proposed structure from the First National Bank & Trust Company of Evanston.

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 be removed or destroyed after written permission is obtained from the First National Bank & Trust Company of Evanston.

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 First National Bank and Trust Company of Evanston 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 First National Bank and Trust Company of Evanston shall first give a thirty day written notice of its 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. Every building, fence, wall or other structure placed on any part of said property shall be constructed from new material and not from second-hand material except with the written permission of the First National Bank and Trust Company of Evanston.

11. No clothes, sheets, blankets or other articles shall be hung out to dry on any part of said property except in a yard enclosed by lattice, fence, wall or other enclosure which shall be shown as a part of the original house plan approved for construction.

12. No machinery or lawn implements shall be stored in the open upon any property except during periods of construction.

13. The building material used must express what they are and not imitate others.

14. All roof pitches are to be of a low profile and are never to exceed 35 degrees maximum and with a minimum pitch of 15 degrees.

15. The set back from each sideline that does not border on a road or street shall be 10 per cent of the average width of the lot, and not less than 20 feet nor need be more than 30 feet.

16. All refuse pick-up must be made from an enclosed location which must be attached to the dwelling.

17. 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 the said First National Bank and Trust Company of Evanston 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 from so doing, or to remove improvements already in violation, or to recover damages or other dues for such violation.

18. In the event that the First National Bank and Trust Company of Evanston is unable to act, then all rights, powers and obligations contained in this article shall vest in and pass to Amos G. Willis, Richard W. Willis and Susan W. Heiberger. Each of the above shall have the right to assign their respective interests herein at any time hereafter.

ARTICLE II

1. Every purchaser of the premises in the herein described Glennshire Unit No. 1 shall become a member of an association known as Glennshire Improvement Association created by the "Declaration of Covenants", Article II, paragraph 1 to 4 inclusive, recorded in the Recorder's Office, Lake County, Illinois, as Document _____ in Book _____ of Records, Page _____, which association 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 Glennshire 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 become a valid and enforceable lien on the respective property of purchasers and owners in the said Glennshire Unit No. 1.

2. Parks and all public property in said subdivision are to be maintained and regulated by 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 Glennshire 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.

ARTICLE III

1. The undersigned being the owners and operators of certain deep water wells and water systems located on the herein described subdivision covenant and agree for themselves, their heirs, executors, successors and assigns to furnish water at the lot line of all purchasers and owners of lots in said subdivision. All purchasers and owners, their heirs, executors, successors and assigns covenant and agree and understand that the right to purchase and draw water as herein provided is subject to and directly conditional upon the following:

2. The undersigned and their successors and assigns have the right to supervise and direct the tapping in or connecting onto said water mains. The cost of connecting to or tapping in to be paid by the said purchasers and owners.

3. Purchasers and owners shall pay \$35.00 for each calendar year in advance for the right to draw water and to use the water system as herein provided, said yearly payment to be made on or before the first day of January of each year. The price quoted of \$35.00 per year is based upon today's cost of labor and materials necessary to maintain the said water system. If the cost of electricity and labor and materials necessary to maintain said system increases, then the yearly stated charge herein shall be increased to cover any and all expenses used to maintain said system.

4. Failure of the land water table to furnish water in sufficient quantities to meet the requirements of all owners and purchasers shall be considered an Act Of God for which no liability of any part herein shall attach.

5. Purchasers agree to use said water for domestic purposes only and shall only use said water for sprinkling of lawns and gardens in a moderate and reasonable manner. If purchasers shall use water excessively and in an unreasonable manner for sprinkling or gardening purposes, then the said First National Bank and Trust Company of Evanston, their heirs, or assigns, shall have the right to regulate the use of said water for such purposes to specific periods of each day. Such limitation of use shall in no case, except in an emergency, be for a time less than one hour per day.

6. Any swimming pool of more than 100 gallons capacity shall require that the owner thereof obtain a permit from the First National Bank and Trust Company of Evanston, their heirs, or assigns, for the filling of such pool. The permit will state the date and the specific hours during which time the pool may be filled, and the owner of such pool agrees to pay the First National Bank and Trust Company of Evanston, their heirs, or assigns a reasonable fee for the use of the well facilities for filling such pool.

7. The undersigned reserve the right and option to install water meters and establish rates for water furnished in accordance with the reasonable rates in effect at such time in surrounding communities. The cost of meters and the installation thereof is to be paid by the purchasers and owners of the lots herein.

8. Due and owing payments shall be a valid and enforceable lien on the respective property of delinquent owners in said subdivision until such time as payment is made in full. And the said First National Bank and Trust Company of Evanston, its heirs, or assigns, or successors 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 collect due and owing payments for water.

9. The undersigned specifically reserve the right to assign at any time hereafter all or any part of the wells and water system and all relating thereto to the Glennshire Improvement Association, or to the Village of Hawthorn Woods.

10. Invalidity of any section, clause or provision contained in this instrument by judgment or court order by a court of competent jurisdiction shall not affect the validity of the instrument as a whole or any part thereof other than the part so declared to be invalid.