

DECLARATION OF COVENANTS AND RESTRICTIONS RELATING TO

HAWTHORN WOODS UNIT NO. 6

ALSO - UNITS 1-5

MATT L. LARSON and GERMAINE L. LARSON, his wife, the legal and equitable owners of Hawthorn Woods Unit No. 6, being a subdivision of the West half of the South West quarter of the North West quarter of Section 11, Township 43 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded July 17, 1959, as Document 1037905 in Book 1720 of Records page 140, in 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 Hawthorn Woods Unit No. 6; 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 in effect and binding until January 1, 1975, 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 1,250 square feet of floor in the living area, exclusive of basement, porch, attic, breezeway or garage. Bi-level or tri-level residences shall be included and for the purpose of this paragraph shall be considered a one-story type residence, however, a bi-level or tri-level residence shall contain a minimum of 1,500 square feet of floor in the living area, exclusive of basement, porch, attic, breezeway or garage. Garages are to be attached to principal building. 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.

2. No new buildings or structures, no remodeling or alterations, or additions, costing more than \$1,000 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 MATT L. LARSON for his approval in writing. The said MATT L. LARSON 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 buildings 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 the said MATT L. LARSON 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 MATT L. LARSON.

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 MATT L. LARSON 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 MATT L. LARSON shall first give a thirty-day notice in writing of his 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. 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 MATT L. LARSON 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.

11. In the event of the death or inability to act of the said MATT L. LARSON, then all rights, powers and obligations contained in this article shall vest in and pass to GERMAINE L. LARSON, his wife. Each of the above have the right to assign their respective interests herein at any time hereafter.

ARTICLE II

1. Every purchaser of premises in the herein described Hawthorn Woods Unit No. 6 shall become a member of an association known as Hawthorn Woods Improvement Association created by the "Declaration of Covenants", Article II, Paragraphs 1 to 4, inclusive, recorded in the Recorder's Office, Lake County, Illinois, as Document 819886 in Book 1236 of Records, page 581, 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 Hawthorn Woods 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 Hawthorn Woods Unit No. 6.

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 Hawthorn Woods 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 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 \$25.00 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 \$25.00 per year is based upon today's cost of electricity and 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 charge stated herein shall be increased proportionately thereto.

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 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 MATT L. LARSON, his 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. 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.

7. 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 MATT L. LARSON, his heirs, successors, and assigns 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.

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

9. 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.

IN WITNESS WHEREOF, We have set our hands and seals this 15th day of July, A. D., 1959.

Signed Matt L. Larson (SEAL)

Signed Germaine L. Larson (SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF L A K E)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that MATT L. LARSON and GERMAINE L. LARSON, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and sealed the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 15th day of July, A. D., 1959.

Signed Elsie M. Thompson
NOTARY PUBLIC

MY COMMISSION EXPIRES: October 4, 1959.

DONALD J. SWANSON
Attorney at Law
25 North County Street
Waukegan, Illinois

The above restrictions are also applicable to Hawthorn Woods, Units
1-5 both inclusive except as to the date of recording and the document number.

DECLARATION OF COVENANTS AND RESTRICTIONS RELATING TO
HAWTHORN WOODS UNIT NO. 7

MATT L. LARSON and GERMAINE L. LARSON, his wife, and the FIRST NATIONAL BANK AND TRUST COMPANY OF BARRINGTON, as Trustees under Trust No. 34, the legal and equitable owners of Hawthorn Woods Unit No. 7, being a subdivision of the South West quarter of the North East quarter of Section 10, Township 43 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded May 12, 1961, as Document 1108213 in Book 35 of Plats, page 87, in 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 Hawthorn Woods Unit No. 7; 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 in effect and binding until January 1, 1975, 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 1,250 square feet of floor in the living area, exclusive of basement, porch, attic, breezeway or garage. Bi-level or tri-level residences shall be included and for the purpose of this paragraph shall be considered a one-story type residence, however, a bi-level or tri-level residence shall contain a minimum of 1,500 square feet of floor in the living area, exclusive of basement, porch, attic, breezeway or garage. Garages are to be attached to principal building. 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.

2. No new buildings or structures, no remodeling or alterations, or additions, costing more than \$1,000 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 MATT L. LARSON for his approval in writing. The said MATT L. LARSON 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 buildings 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 the said MATT L. LARSON 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 MATT L. LARSON.

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 MATT L. LARSON 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 MATT L. LARSON shall first give a thirty-day notice in writing of his 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. 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 MATT L. LARSON 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.

11. In the event of the death or inability to act of the said MATT L. LARSON, then all rights, powers and obligations contained in this article shall vest in and pass to GERMAINE L. LARSON, his wife. Each of the above have the right to assign their respective interests herein at any time hereafter.

ARTICLE II

1. Every purchaser of premises in the herein described Hawthorn Woods Unit No. 7 shall become a member of an association known as Hawthorn Woods Improvement Association created by the "Declaration of Covenants", Article II, Paragraphs 1 to 4, inclusive, recorded in the Recorder's Office, Lake County, Illinois, as Document 819886 in Book 1236 of Records, page 581, 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 Hawthorn Woods 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 Hawthorn Woods Unit No. 7.

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 Hawthorn Woods 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 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

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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 \$25.00 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 ~~\$25.00~~ per year is based upon today's cost of electricity and 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 charge stated herein shall be increased proportionately thereto.

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 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 MATT L. LARSON, his 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. 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.

7. 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 MATT L. LARSON, his heirs, successors and assigns 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.

8. The undersigned specifically reserve the right to assign at any time hereafter all or any part of the wells and

