

LAKE LORRAINE I

DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, LAKE LORRAINE ESTATES, INC., an Illinois corporation, is the owner of the following described real estate, to wit:

Lots 1 to 43, inclusive, in Lake Lorraine Estates of Hawthorn Woods, Unit No. One, being a subdivision of part of the Southeast 1/4 of Section 33, Township 44 North, Range 10, East of the Third Principal Meridian, Lake County, Illinois, according to the plat thereof recorded on _____ as Document # _____ in the office of the Recorder of Deeds of 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, LAKE LORRAINE ESTATES, INC. 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, LAKE LORRAINE ESTATES, INC., as owner 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 2100 square feet. No main dwelling house of the one and one-half 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 2300 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 2600 square feet.

3. Building Location: No building shall be erected or permitted nearer than 30 feet to the front line or rear line, or nearer than 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 purchase 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 except 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, 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, 2000, 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 LAKE LORRAINE ESTATES, INC. 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.

17. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. Prospective buyers are encouraged to present pictures of general type and design of the anticipated home. Architect's previous work of similar

design is adequate, or if architect or builder is unselected, exterior clippings or photographs of the general type may be submitted. This is to prevent any gross misunderstanding of "design compatability" as set forth in the protective covenant.

18. Exterior materials and color schemes shall be chosen with due regard for the surrounding homes and shall require approval of the Architectural Control Committee in the same manner as the plans and specifications. The building materials are to express what they are and not to imitate others. No improvements, including residence garage or pool fence, shall be painted or otherwise finished on the exterior until the color or exterior materials have been approved in writing by the Committee.

19. The Architectural Control Committee shall be composed of the Board of Directors of LAKE LORRAINE ESTATES, INC. or any person or persons designated by said Board. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, the plans and specifications shall be deemed to have been approved.

20. 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.

IN WITNESS WHEREOF, LAKE LORRAINE ESTATES, INC. has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and attested by its Secretary this day of , 1987.

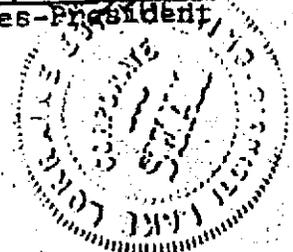
ATTEST:

Florence L. Schaeffges
Florence L. Schaeffges
Secretary

LAKE LORRAINE ESTATES, INC.

By:

Norbert H. Schaeffges
Norbert H. Schaeffges-President



This Instrument was prepared by:
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