

2475729

DECLARATION OF  
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
PHEASANT KNOLLS UNIT NO. 3

Palatine National Bank, as Trustee and not individually, under Trust Agreement number 4916 dated July 18, 1986, hereinafter called declarant, is the owner of certain real property known as Pheasant Knolls Unit No. 3, being a subdivision of part of the Northeast Quarter of the Northeast Quarter of Section 10, Township 43 North, Range 10, East of the Third Principal Meridian according to plat thereof recorded on August 1, 1986 as Document No. 2467244 in the office of the Recorder of Deeds, in Lake County, Illinois

For the purposes of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, declarant hereby declares that all the real property described above and each part thereof shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having the right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof:

1. One Story of ranch style homes must have a minimum of 2000 square feet of living space plus required garage.
2. Split of Tri-level, one and one-half Story and Two Story homes must contain a minimum of 2,500 square feet of living space above ground level plus the required garage.
3. All homes constructed must have a minimum of a two car attached garage containing not less than 484 square feet, measured from the exterior.
4. The duplication of the exterior of an existing home in Pheasant Knolls Unit # 3 shall be prohibited.
5. A school impact fee of \$582.92 shall be paid by the lot owner to the Board of Education, Community Unit District 95, Lake County, Illinois, a receipt of which must be evidenced to the Village of Hawthorn Woods, Illinois, before a building permit will be issued.
6. Driveway culverts shall not exceed twenty-four (24) feet in length nor be less than twenty(20) feet with flared ends.
7. The detention Easement on Lot 30 is for storm water retention and cannot be altered without the approval of the Village of Hawthorn Woods, Ill.
8. The lot owner shall not damage, fill, obstruct, or otherwise, interfere with the storm water drainage ditches or easements on the owners property or within the subdivision and in the event that the drainage ditches or easements are damaged or obstructed the owner shall, at owners expense, immediately cause said drainage ditches or easements to be repaired and the obstruction removed.

Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Covenants, conditions and restrictions of this declaration shall run with the land, and shall inure to the benefit of and be enforceable by the declarant and by any owner thereof for a period of ten years from date hereof. Thereafter, they shall be automatically extended for additional periods of ten years, unless otherwise agreed to in writing, by the then owners of at least three-quarters of the subdivision lot owners.

Executed at Palatine, Illinois, August 26, 1986.

SEE RIDI

R ATTACHED

2475729

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Palatine National Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released, any liability hereunder being specifically limited to the Trust assets, if any, securing this instrument. If no specific Trust assets secure this undertaking, then all liability is limited to the Trust assets generally, if any.

IN WITNESS WHEREOF said Palatine National Bank, as Trustee and not individually, under Trust Agreement Number 4916 dated July 18, 1986, have caused this declaration of covenants, conditions and restrictions to be signed by its Assistant Vice President and attested by its Trust Officer and its corporate seal affixed hereto, this 26th day of August, 1986.

CORPORATE SEAL

Palatine National Bank as Trustee under Trust 4916 dated July 18, 1986 and not individually

BY [Signature]  
ASSISTANT VICE PRESIDENT

ATTEST [Signature]  
TRUST OFFICER



STATE OF ILLINOIS  
LAKE SS  
COUNTY OF ~~LAKE~~

ATTACHED

I, [Signature], a Notary Public in and for the County and State aforesaid, do hereby certify that before me this day in person appeared William E. Elmer, personally known to me to be the Assistant Vice President of Palatine National Bank, a corporation, and [Signature], personally known to me to be the Trust Officer of said corporation, and each severally acknowledge that they signed and delivered the foregoing instrument in their respective capacities herein set forth and caused to be affixed thereto the corporate seal of said corporation, pursuant to authority given under the articles and by-laws of the corporation, as their free and voluntary act, for the uses and purposes therein set forth.

SEE RIDE

Given under my hand and seal this 26th day of August, 1986.

[Signature]  
Notary Public

COMM EXPIRES  
6-2-87

NOTARY PUBLIC SEAL



RECORDER  
LAKE COUNTY, ILLINOIS  
1986 AUG 26 PM 1:55  
2475729  
Frank J. Neuman

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PREPARED BY CRAIG P. SCHAVILJE  
141 GLEN RD  
HAWTHORN WOODS, IL 60047  
MAIL TO: Page 2

PAID