

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR RAMBLING HILLS  
EAST, LAKE COUNTY, ILLINOIS

The declaration made this 1st day of September, 1983,  
by the CAPITAL BANK AND TRUST COMPANY OF CHICAGO, not personally  
but solely as Trustee under a certain Trust Agreement dated         
July 22, 1983 and known as Trust No. 556,  
(hereinafter called the "Declarant");

WHEREAS, Declarant is desirous of subjecting Rambling Hills  
East Property lying south of Gilmer Road, Lake County, Illinois  
to the covenants, conditions and restrictions hereinafter set  
forth which are individually and collectively for the benefit of  
the Rambling Hills East Property described on the attached  
Exhibit "A" and each owner thereof and shall run with the land  
and pass with each parcel of said property.

NOW, THEREFORE, Declarant hereby declares that the Rambling  
Hills East Property lying south of Gilmer Road, Lake County,  
Illinois, shall be held, occupied, sold and conveyed subject to  
the covenants, conditions, and restrictions created herein.  
These covenants, conditions and restrictions shall be considered  
as covenants running with the Rambling Hills East Property  
described on the attached Exhibit "A" (hereinafter sometimes  
referred to as "Rambling Hills East Property") and shall be

binding upon all parties acquiring any interest in and to the aforesaid Property or any part thereof, and shall inure to the benefit of each owner thereof.

#### PART ONE: GENERAL PROVISIONS

Section 1.1 Purpose. The Rambling Hills East Property lying south of Gilmer Road, Lake County, Illinois is hereby made subject to the provisions of this Declaration for the purpose of not only insuring proper use and development of the Rambling Hills East Property lying south of Gilmer Road, Lake County, Illinois, which is subdivided into sixty-nine (69) lots (hereinafter referred to as the "Subdivision") but also protecting the owners of the property therein against any improper use of the lots and surrounding areas as may depreciate the value of the Rambling Hills East Property. This Declaration was drafted to require an elegant and tasteful living environment through the use of architectural and landscaping reviews for each parcel in the Subdivision to be performed by the Declarant, its successors and assigns (hereinafter called the "Declarant").

Section 1.2 Duration and Amendment. The provisions of this Declaration are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this document is recorded, after which time this document shall be automatically extended for successive periods of ten (10) years. However, this document may be amended, in whole or in part, as follows:

(a) The Declarant shall have the exclusive right to amend this document at the Declarant's sole option at any time prior to January 1, 1995.

(b) After January 1, 1995, this document shall be amended by a two-thirds (2/3) majority vote of the then owners of the lots in the Subdivision.

Section 1.3 Exceptons. Declarant, for itself and its successors and assigns, hereby reserves the right to enter into written agreements without the consent of any property owners to deviate from any or all of the provisions set forth herein in the event there are practical difficulties or particular hardships evidence by any grantee of any lot in the Subdivision. Any such deviation shall not constitute a waiver of any provision in this declaration as to any other lot in the Subdivision.

Section 1.4 Enforcement and Standing to Bring Suit. If the owner of any lot in the Subdivision or an owner's heirs, executors, administrators, grantees or trustee in bankruptcy shall violate or attempt to violate any of the provisions contained in this Declaration then it shall be lawful for any person owning any lot in the Subdivision to bring suit in law or in equity to prevent him from doing so and/or to recover damages including but not limited to reasonable attorneys' fees and court costs incurred as a result of such violation and to enforce all the provisions of

this Declaration. All remedies shall be cumulative and non-exclusive of any other remedy; the prosecution of any remedy shall not be deemed an election of remedies. Any judgment for damages obtained shall become a lien on the real estate upon the recording of a Memorandum of Judgment and shall be enforced pursuant to the Laws of the State of Illinois.

Section 1.5 Non-Waiver. Failure to enforce an open violation of the provisions of this Declaration shall neither be deemed to release any of the parties from their obligations under these provisions by reason of said violations nor shall it be deemed a waiver of the right to enforce these provisions thereafter.

Section 1.6 Severability. Invalidation or removal of any of the provisions of this Declaration by decision of any court of the other provisions and these shall remain in full force and effect.

#### PART TWO: PROVISIONS AFFECTING THE RESIDENCES

Section 2.1 Permitted Uses. All lots in the Subdivision shall be used for private single-family residence purposes and no more than one dwelling shall be permitted on a lot.

An attached garage containing no more than four (4) parking spaces, and no less than two (2) parking spaces, for the sole use of occupants of the dwelling is also permitted and may not be used for rental purposes. Other accessory buildings and structures may be erected only after written request to and written approval from the Declarant, and this includes living quarters for servants who do not reside in the main residence mentioned above. All structures must be attached to the main building by a common wall. Gas or oil storage tanks are prohibited.

Section 2.2 Building Height. No dwelling shall be erected, altered, or placed which is more than two and one-half (2 1/2) stories or thirty-five (35) feet in height, whichever is less. No accessory building or structure shall exceed twenty (20) feet in height unless written approval is granted by Declarant. See Section 2.8 for approvals with regard to accessory buildings or structures.

Section 2.3 Internal Building Area. No dwelling shall be erected or maintained on any lot unless said structure has a minimum of 2200 square feet of livable floor area, that is excluding the floor area of garages, open porches and the basement or cellar. Similarly, split level residences must have atleast 1800 square feet of living space at grade level or above and two (2) story structures must have at least 2500 square feet of living space.

Section 2.4 Location of Structures on the Lot. No building shall be located on a lot nearer to the front lot line than the front building line shown on the recorded plat for this Subdivision. No dwelling shall be located within Forty (40) feet of a rear line or within thirty (30) feet of a side lot line, not adjoining a street. Tennis courts, and clothes lines shall be screened from any interior street by a wall, solid fence evergreen hedge or other visual barrier, any of which must be approved in writing by the Declarant. No tennis court shall be located on a lot nearer to the front lot line, or a side lot line adjoining a street, than the minimum setback shown on the recorded plat.

Section 2.5 Architectural review. In keeping with the concepts set forth in Section 1.1 of this Declaration, no building, fence, wall or other structure shall be commenced, erected, or maintained nor shall any addition to or change or alteration therein be made except for alterations made solely on the interior until the construction plans and specifications showing the nature, kind, shape and height of materials, color scheme, location on lot and approximate cost of such building and/or other structure have been submitted to and approved in writing by the Declarant.

The Declarant shall have the right to refuse to approve any construction plans or specifications, which is not suitable or desirable in its opinion, taking into account the suitability of the proposed improvement with its surroundings, and the effect of the improvement on the outlook from adjacent or neighboring

properties. In no instance shall a building with an exterior design exactly the same as one already in the Subdivision be permitted adjacent to a structure with a similar exterior design.

Section 2.6 Procedure of Review. All plans, specifications and other material shall be filed in the office of the Declarant, Cragin Service Corporation, 5200 West Fullerton Avenue, Chicago, Illinois 60639, or its successors or assigns for approval or disapproval. Within sixty (60) days after the filing with the Declarant of all of the required plans, specifications and other documentation, it shall be the duty of the Declarant to review the material and to either approve or disapprove the documentation in whole or in part. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings for approval. In the event the Declarant fails to make a written decision within the aforesaid sixty (60) day period, then it will be deemed that the Declarant has approved the plans. All other requirements of this Declaration must be complied with even if approval or disapproval by default occurs.

Section 2.7 Time Periods for Completion of Approved Improvements.

(a) After a Subdivision lot owner obtains written approval from the Declarant of the lot owner's construction plans and specifications, the lot owner must complete construction of the approved improvements within one (1) year from the date which excavation commences on the site or the pouring of concrete foundations, whichever occurs first.

(b) Within one (1) year after the issuance of an occupancy permit for improvements constructed on a specific lot, the Subdivision lot owner for said lot must seed or sod the entire site with grass.

Section 2.8 Removal of Site Fill Prohibited. Subdivision lot owners are prohibited from removing any land fill materials from their lots. All fill must remain on the lot.

Section 2.9 Septic and Water Facilities Requires. Before any buildings shall be occupied or used, a septic tank or other facility for the disposal of sewage shall be erected or installed, and the arrangements for sewage disposal shall be such as to prevent the possibility of water contamination and to comply with Village, County and State health authorities. The Declarant reserves the right to approve the placement of any septic tanks or fields or other facility for the disposal of sewage on any lot described herein. No water well shall be constructed or used on any lot without the prior written approval of the Declarant or its assign. This prior written approval of the Declarant, or its assigns, must be secured prior to the application to the Village of Hawthorne Woods for any building to construct a dwelling on any lot described in Exhibit "A" attached hereto. No subdivision lot shall be occupied until an approved water system is functioning on the lot.

PART THREE: PROVISIONS AFFECTING THE SUBDIVISION

Section 3.1 Animals. No livestock or poultry or more than three (3) dogs or cats over four (4) months in age shall be kept or maintained on any lot.

Section 3.2 Plant Diseases or Noxious Insects. No plants, seeds, or other things harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained on any part of a lot.

Section 3.3 Driveways. Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of asphaltic concrete or the equivalent. All driveways, culverts, pavement edging or markers must be first approved as in Section 2.6, by first submitting plans and specifications to the Declarant. No driveway will be permitted onto Gilmer Road. Driveways must be completed within one (1) year after construction of the main building.

Section 3.4 Natural Drainage Ways. Where there exists on any lot or lots a condition permitting the accumulation of storm water which remains over an extended period of time the lot owner(s) may with prior written approval of the Declarant and its successors and assigns take such steps as shall be necessary to remedy the condition, provided, that no obstructions or diversions of existing storm water drainage swales and channels over and through which surface storm water naturally flows upon or across any lot shall be made by the lot owner in such manner

as to cause damage to other property. Furthermore, any property owner(s) who are given permission to alleviate an existing drainage situation hereby agree to hold harmless and to indemnify the Declarant in any suit arising out of a situation involving drainage and/or storm water.

Section 3.5 Easements. Property owners in the Subdivision hold their lot(s) subject to all easements recorded in the plat of subdivision heretofore recorded in Lake County, Illinois and any other easements of record.

Section 3.6 Signs. No sign shall be permitted except one nameplate per lot. The nameplate may not exceed forty-eight (48) square inches in area. It may contain the name and address of the occupants and dwelling, respectively. Said nameplate may be located on the front door or mailbox of the dwelling, respectively. Said nameplate may be located on the front door of the dwelling, or the wall adjacent thereto, or upon the wall of an approved accessory building or structure. Advertising signs are prohibited.

Section 3.7 Antennaes. Television transmitting or radio transmitting tower or antennaes are prohibited. Satellite cable or television receiving antennaes are not permitted anywhere on a lot or attached to the exterior of any structure thereon. No antennaes of any kind or nature can be visible from outside of any improvement constructed on any lot. Prior installation of

all other antennae not prohibited by the sections must be approved by the Declarant in a manner as suggested in Section 2.6 of this Declaration.

Section 3.8 Above-Ground Swimming Pools. Above-ground swimming pools are not permitted anywhere on the lot.

Section 3.9 Temporary Structures. No basement of an uncompleted building, trailer, tent, shack, garage or temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling, and such buildings or structures shall be removed upon the completion of construction.

Section 3.10 Underground Wiring. No lines or wires for communication or the transmission of electrical current or other power shall be constructed, placed or permitted to be placed anywhere in the Subdivision other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.

Section 3.11 Maintenance of Parkways. The owners of lots in the Subdivision shall be responsible for the maintenance of parkways located between their lot lines and the edges of street pavements on which said lots face.

Section 3.12 Garbage. All trash, garbage, waste, or discarded items shall not be placed for pick-up earlier than 6:00 p.m. on the day preceeding the date of pick-up. Trash, garbage and other

waste shall be kept exclusively in enclosed sanitary containers; and no burning of trash or garbage shall be permitted. The dumping of wastes is prohibited.

Section 3.13 Commercial Vehicles. The use of any driveway or parking area in front of any lot as a parking place for a commercial vehicle, camper, boat or mobile home is prohibited. The term commercial vehicle includes any vehicle upon which is printed or carries a sign making a reference to any commercial undertaking or enterprise. No inoperable vehicle shall be permanently parked on any lot except within the garage which serves the dwelling on the lot.

#### PART FOUR: SPECIAL MAINTENANCE PROVISIONS

Section 4.1 Marshy Areas. All land within thirty-five (35) feet of marshy areas shall be left substantially in its natural state. No Construction or improvements may be made on this land.

Section 4.2 Riparian Owners. Only riparian owners in the Rambling Hills East Subdivision may use the Pond. Riparian owners shall maintain the lands adjacent to the Pond.

Section 4.3 Entrance to the Subdivision. Owners of lots 1 and 69 which are adjacent to the entrance design feature are responsible for the maintenance of that feature which is located on their lot.

Section 4.4 Obstructions in the Pond. No fence, wall, or other structure shall be created along the shore of the Pond.

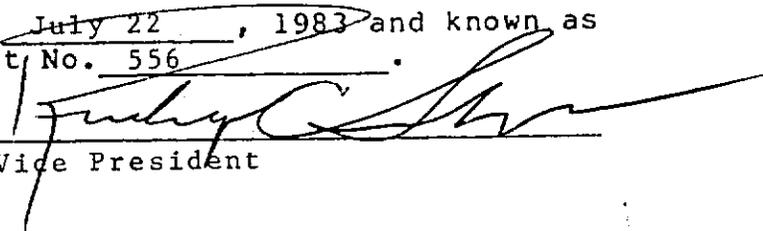
Section 4.5 Pollution of the Pond. No effluent of any type shall be discharged into the pond.

Section 4.6 Solar Heating limited to Residence. Solar heating equipment and panels are only permitted on a lot if said equipment and panels are designed and maintained for the purpose of heating the single-family residence constructed on the lot.

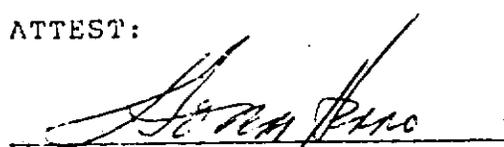
IN WITNESS WHEREOF, the Declarant has caused its corporate seal to be affixed hereunto and caused its name to be signed hereto by its duly authorized officers the date first set forth above.

CAPITOL BANK AND TRUST  
OF CHICAGO, not personally  
but solely as Trustee under  
a Trust Agreement.

Dated July 22, 1983 and known as  
Trust No. 556.

BY:   
Vice President

ATTEST:

  
Assistant Trust Officer