

PROTECTIVE COVENANTS

DECLARATION of Protective Covenants made this _____ day of _____, 1979, by The Winnetka Bank, as trustee under the provisions of a Trust Agreement dated March 11, 1979 and known as Trust Number R-279 as owner; and by Thomas P. Kreuser, as successor-trustee under the Eleanore T. Kreuser Trust #1, dated October 26, 1977; hereinafter called "DECLARANTS";

W I T N E S S E T H :

WHEREAS, Declarants are the owners of the real property described herein, and are desirous of subjecting said real property to the conditions, covenants, options, restrictions, reservations, undertakings, agreements and easements hereinafter set forth (sometimes hereinafter collectively referred to as "Covenants"), each and all of which is and are binding upon the property so designated and each owner thereof and every other party having any interest therein, and shall insure to benefit of and pass with said property, and each and every parcel thereof.

NOW, THEREFORE, Declarants hereby declare that real property herein described is, and shall be, held, transferred, sold, conveyed, and used and occupied subject to the covenants, which subdivision is located in the Village of Hawthorn Woods, Illinois, and is more particularly described on Schedule A attached hereto:

TO WIT:

SCHEDULE A

LEGAL DESCRIPTION

That part of the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 4, Township 43 North, Range 10, East of the 3rd Principal Meridian., described as follows: Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 4; thence North 00 degrees 00 minutes 00 seconds East along the East line of said Quarter Quarter Section, 329.12 feet to the North line of the South 10 acres of said Quarter Quarter Section and the place of beginning; thence North 89 degrees 27 minutes 52 seconds West along the North line of said South 10 acres, 1134.88 feet; thence North 00 degrees 00 minutes 00 seconds East, 415.46 feet; thence North 52 degrees 29 minutes 51 seconds East, 542.83 feet; thence North 38 degrees 04 minutes 44 seconds East, 580.00 feet to the center line of Fairfield Road; thence Southeasterly along the center line of Fairfield Road, being a curved line convex Northeasterly, 741.73 feet to a point on a line constructed perpendicular to the East line of the Southwest Quarter of said Section 4 from a point 420.0 feet South of the Northeast corner thereof; thence North 90 degrees 00 minutes 00 seconds West along said perpendicular line 244.27 feet, to a point which is 248.0 feet West of the East line of said Quarter Quarter Section; thence South 00 degrees 00 minutes 00 seconds West parallel with the East line of said Quarter Quarter Section, 190.00 feet; thence South 90 degrees 00 minutes 00 seconds East, 248.00 feet to the East line of said Quarter Quarter Section; thence South 00 degrees 00 minutes 00 seconds West along said East line, 384.21 feet to the place of beginning in Lake County, Illinois.

AND

That part of the Southwest Quarter of the Southeast Quarter of Section 4, and the Northwest Quarter of the Northeast Quarter of Section 9, Township 43 North, Range 10, East of the Third Principal Meridian, described as follows: Beginning at the Northeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 9; thence South 00 degrees 13 minutes 32 seconds East along the East line of said Quarter Quarter section, 190.0 feet; then South 76 degrees 46 minutes 28 seconds West, 424.0 feet; thence South 02 degrees 16 minutes 28 seconds West, 217.92 feet; thence South 62 degrees 16 minutes 28 seconds West, 411.01 feet; thence North 37 degrees 49 minutes 51 seconds West, 571.22 feet to a line which is 1134.88 feet West of and parallel with the Southerly extension of the East line of the Southwest Quarter of the Southeast Quarter of said section 4 and 255.42 feet South of the South line thereof; thence North 00 degrees 00 minutes 00 seconds East along said line 1134.88 feet West of and parallel with the East line of the Southwest Quarter and of Southeast Quarter of said Section 4, 255.42 feet to the South line thereof; thence continuing North 00 degrees 00 minutes 00 seconds East, 329.12 feet to the North line of the South 10 acres of said quarter Quarter section; thence South 89 degrees 27 minutes 52 seconds East, 1134.88 feet to the East line of said Quarter Quarter section; thence South 00 degrees 00 minutes 00 seconds West along said East line, 329.12 feet to the place of beginning, in Lake County, Illinois.

PROTECTIVE COVENANTS

I. LAND USE

- (1) Lots shall be used for residential purposes only, and not more than one single family dwelling shall be erected on any lot. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling with attached garage. Private recreational facilities may be provided for use by owners and their guests on the outlots designated on the final plat.
- (2) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Dogs and other pets may be kept provided they are not kept, bred or maintained for commercial use, and provided that the number of pets kept does not exceed the number allowed by the Village of Hawthorn Woods. All pets shall be restricted by leash or other means when outside limits of owners' property.
- (3) No sign of any kind shall be displayed to the public view on the outside of any house or on any lot without written approval of the Architectural Control Committee.
- (4) No lot shall be used or maintained as a dumping ground for rubbish. (See #13).
- (5) No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

II. BUILDING TYPE AND LOCATION

- (6) 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 compatibility" as set forth in the protective covenant.

BUILDING TYPE AND LOCATION CONT'D.

- (7) 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.
- (8) No building shall be erected closer than 30 feet to the front line and no nearer than 15 feet to the side lines, 50 feet to rear lot line or 30 feet to lake edge. This restriction shall include the garage and porch as part of the building.
- (9) No residence shall exceed 2- $\frac{1}{2}$ stories in height. No single story residence shall be erected which contains less than 1,800 square feet of floor area above the natural ground level, and no one and one-half or two story residence shall be erected which contains less than 2,400 square feet of actual above natural level ground floor and upstairs floor area; open porches, patios, breezeways or garages shall not be included in the computation of said floor area, except where there are rooms over porches, breezeways or garages which rooms are connected with and considered a part of the residence, in which event the rooms only shall be included in the computation of the necessary floor area.
- (10) 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 fence, shall be painted or otherwise finished on the exterior until the color or exterior materials have been approved in writing by the Committee.
- (11) All garages shall be attached to the residence and shall conform in color and design with the residence. No garage shall be built prior to the erection of a residence and no garage shall be used as a temporary or permanent residence.
- (12) Unless public sewer is available, all residences must have constructed therewith, before occupancy, a septic tank and field bed for the disposal of sewage, each of which shall be constructed and maintained in accordance with the rules and regulations then in force and adopted from time to time by the proper government authorities including the Village of Hawthorn Woods, the County of Lake and the State of Illinois. Every sink and toilet drain must be connected to the said septic tank installation or to a public sewer when available. Backwash drain lines from water softening equipment, footing drain lines and roof downspouts shall be designed to discharge in accordance with village ordinances. However, such drains shall not discharge directly into any standing body of water.

BUILDING TYPE AND LOCATION CONT'D.

- (13) Trash, garbage or other waste materials shall be kept only in sanitary containers (garbage cans). Containers for storage or disposal of such material shall be kept in garage or suitable enclosure except on day of pick up. Incinerators (unless otherwise prohibited) shall be kept in a garage or suitable enclosure when not in use. Enclosure shall be shown on plans submitted for approval.
- (14) No dwelling shall be occupied or used until fully completed. The exterior, including finished grading, landscaping and exterior decorating of any building shall be completed within one year from the date of written approval of the plans and specifications. Finish grading and seeding of the septic filter field area must be completed prior to occupancy.

III. ARCHITECTURAL CONTROL COMMITTEE

- (15) The Architectural Control Committee shall be composed of Joseph Burnett, Peter Burnett and Thomas Kreuser. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, a new member shall be selected. One member shall always be selected by Thomas P. Kreuser, his successors, executors or assigns. Two members shall always be selected by either Peter or Joseph Burnett, their executors, successors or assigns.
- (16) 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.

IV. OTHER PROVISIONS

- (17) No fences shall be built to demarcate the boundaries of one or several lots. No fence shall be constructed to extend in front of the front line of the house. Fence location, material and design must be approved by the Architectural Control Committee. No fence or improvement of any type shall be erected, maintained or permitted in the areas to be designated "NATURE PRESERVE" on the final plat. The designation "NATURE PRESERVE" shall not be construed to mean that there is access by association members or the general public because of the designation.
- (18) No trailer, tent, shack, tool shed or temporary structure of any kind shall be erected, located, used or occupied for any purpose on any lot in said subdivision except during construction of improvements thereon. No above-ground swimming pools other than portable wading pools shall be permitted on any lot.

OTHER PROVISIONS CONT'D.

- (19) Except as provided herein, no person shall be permitted to park or occupy any camper, house car, house trailer, pol trailer, recreational vehicle, trailer (including boat trailers), farm tractors and trucks. Such vehicles may be stored in enclosed garage, provided no living quarters are maintained or business conducted in or from any such vehicle while still parked or stored. Also, such vehicles, except trucks and farm tractors, may be parked for 48 hours immediately prior to and for 48 hours immediately after the return from any trip, vacation or excursion for the purposes of cleaning, loading and related activities, provided that such overnight parking is not in violation of any regulation or limitation imposed by the traffic regulations or laws of the Village or State. A vehicle (except trucks and farm tractors) owned, rented, leased or brought by a bona fide guest of the resident owner of any lot or tract of land may be permitted to park on said land for a period not to exceed twelve (12) days, provided a permit shall first be secured from the Architectural Control Committee and such parking is not otherwise in conflict with any ordinance of the Village. The prohibition of parking of trucks on the property shall not apply during on-the-job construction of any improvements being made on the property; however, such period of time shall not exceed 14 days.
- (20) Each lot owner shall be responsible for the maintenance and upkeep (including mowing) of the parkway (s) adjacent to his lot. No alterations of the grade of said parkway(s) shall be permitted without approval of the Architectural Control Committee and Village or County Highway Department (if under the jurisdiction of Lake County).
- (21) Trees and shrubbery and other natural features of the land shall only be removed, altered or destroyed when it is necessary to do so in the construction of an improvement. Other trees and shrubbery shall be removed, altered or destroyed only after written approval of the Architectural Control Committee. The Committee reserves the right to remove trees that are to be destroyed to other lots. Notification of planned destruction must be given 30 days prior to destruction. Owner is free to transplant anything on his own lot. The owner is encouraged to give notice so that transplanting to other areas can take place between September 15th and May 15. There is no cost to the owner for tree removal by the Committee.
- (22) All lots having tile lines or natural drainageways are subject to the rights of adjacent owners and the public to maintain the uninterrupted flow of water through tile lines or natural drainageways. Such tile lines and drainage ways may be relocated on any lot where necessary for the construction of improvements on said lot.

V. GENERAL PROVISIONS

- (23) The covenants and restrictions are and shall be considered as covenants and restrictions running with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty years from and after the date these covenants and restrictions are recorded; provided, however, that they may be extended for an additional period of ten years by an instrument in writing signed by a majority of the then owners of the lots agreeing to said extension which instrument must be recorded in the Office of the Recorder of Deeds of Lake County, Illinois.
- (24) The Architectural Control Committee shall have the right from time to time hereafter to enter into agreements with the grantee of any lot or lots (without the consent of grantees of other lots or adjoining or adjacent property) to deviate from any or all of the covenants set forth in this declaration, provided the Architectural Control Committee shall in its sole discretion determine that there are causes, difficulties or hardships evidenced by the grantee to warrant such deviation, and further provided that such deviation shall in the reasonable opinion of the Architectural Control Committee not change the essential character of this subdivision and shall be in general conformity with the purposes of these covenants herein set forth. No such deviation (which shall be evidenced by an agreement in writing) shall constitute a waiver of any such covenant as to the remaining real property in this subdivision nor shall same constitute a violation of the covenants. The Architectural Control Committee, or any property owner, shall have the right to enforce the provisions of this covenant by injunction, or a suit for damages, or by any other legal proceeding available for these types of covenants. Modifications, changes, alterations and additions shall not apply to property purchased prior to the recording of the modifications, changes, alterations or additions.
- (25) 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.

HOMEOWNERS ASSOCIATION

1. Every owner and subsequent owner of premises in the herein described subdivision shall become a member of an association known as The White Birch Lakes Homeowners Association (herein after referred to as the Association) which may exist as an incorporated or unincorporated body. The right of purchasers to use the streets, parks, lakes, 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 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, (based on preliminary plan of subdivision) per annum, or as further modified in the Restrictive Documents. Dues, charges and assessments as declared by said 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 subdivision, and also shall be collectible in a suit of law. The Association shall have the right to record such liens.
2. Outlots and other designated common areas in said subdivisions are to be maintained and regulated by the said association as herein set forth. Planting areas in center of cul de sacs are to be maintained by the Association. Also, maintenance of permanent development identification signs and associated stonework and planting shall be by the Association.
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 bylaws, rules and regulations then in force, shall be binding on all property owners. Each lot shall represent one vote.
4. The 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 11 and its bylaws enacted hereafter.
5. Lake property owned by the Association and private property extending into the lakes shall be the responsibility of the Association to maintain. Construction and maintenance of piers, beach and bottom sand, maintenance of shore line, weeding, mowing and clean-up of property owned by the Association shall be by the Association.
6. Policies concerning safety, life guards, floats, noise control, hours, fishing, swimming, boat use and launching areas on lake property owned by the Association shall be decided by the Association. Users shall be restricted to property owners of Burnett's and/or Kreuzers White Birch Lakes Subdivisions and their accompanied guests. No boats with motors of any type shall be allowed on the lakes.

HOMEOWNERS ASSOCIATION CONT'D

7. Swimming floats or rafts may be used on Association property only. Use of floats or rafts must be approved by the 2 closest property owners on each side, with a total of 4 property owners, and permission can be revoked at any time by any one of them.
8. In order to maintain balance fish population, no fish, including pet goldfish, will be placed in lakes by anyone, other than the Association, nor will fishing with minnows be allowed. Boats may be kept in designated areas on the Association's property from thaw to freeze, but boat trailers must be removed. Ice fishing is allowed, but not closer than 50 ft. from any shore line.
9. Each property owner shall be responsible for maintaining his existing shore line, including the addition of natural stone rip rap as required. He may not build a pier more than 10 ft. beyond design water line and deck more than 1.5 ft. above design water level. Piers must be wood and unpainted. No floating piers are allowed without Committee approval. Sand may be placed on the bottom at owners' discretion. No anchored swimming rafts shall be installed on owners' property. No boats shall be used as swimming rafts. No dredging of the lake will be allowed without permission of the Architectural Control Committee. No fish of any type will be placed in the lake by the owner, nor shall owners allow fishing with minnows.
10. The lake property owners shall be responsible for 1/2 the cost of general lake maintenance including but not limited to stocking, weed control or possible dredging. 1/2 the cost will become the burden of the non-lake owners. Lake property owners shall pay only for maintenance of the lake, including Association property, on the lake where they own property. If an Association owned lake property, on one or both lakes, is chosen by the Association for improvement, including but not limited to beach facilities, piers, rafts and life-guards, all property owners shall participate equally in this portion of the expenses. Cost will be apportioned accordingly by the Association.
11. No sail or fishing boats shall come closer than 30 ft. from the shore of any property owner except in emergency. The owner may post a sign not larger than 6"x12" saying "no fishing" to prevent casting on beaches or other areas at his discretion. No fishing or boats used for recreation shall anchor closer than 50 ft. from shore unless permitted by the owner.
12. A property owner may prohibit walking along shore line by neighbors, Association members or their guests at his discretion. The private shore may be used in emergency by anyone, anytime.
13. The private shore line may be used by the Association, or those working at the direction of the Association, for lake maintenance, water purification or checking for contamination sources, weeding, log, tree and debris removal.

HOMEOWNERS ASSOCIATION CONT'D.

14. Fishermen or other lake users shall be quiet until 9:00 A.M. and after 9:00 P.M.

15. No radios or phonographs may be played on boats or along the shore at any time.

16. No snowmobiles shall be used on the lakes or property owned by the Association.

17. Maintenance of walks to outlots through access easements on private property shall be by the Association.

GENERAL PROVISIONS

18. The White Birch Lakes Homeowners Association will commence 30 days after a total of 10 lots have been sold in the combined Kreuzers and Burnetts White Birch Lakes subdivisions. Lot owners at that time will elect officers and directors of the Homeowners Assn. with each lot owner having 1 vote per lot owned. Elected officers and directors will be elected for an initial term of 3 years. No dues shall be payable by lot owners until such time as 20 lots have been sold in the above named subdivisions. When such time as 20 lots have been sold, outlots as specified on the final plats shall be dedicated to the Association. Prior to said dedication, lot owners shall have the use of areas to be designated as outlots on final plat. Lot owners of Burnetts and Kreuzers White Birch Lakes Subdivision shall have use of all unsold areas except where leased for agricultural purposes. Use of unsold areas shall be restricted by the owner of the property.

19. Until such time as 20 lots have been sold, all control and all costs of maintenance of lakes and park property shall be borne by the owners of the remaining property at the date thereof.

20. After dedication of outlots and after 20 lots have been sold, maintenance and control shall be as specified in #1, above. In order to calculate the prorata shares, the total number of lots and lake lots (except for "outlots") shall be determined by the final plat and may be modified by subsequent final plats of individual phases of the development.

21. No persons shall have use of lakes within the subdivision (including fishing) except lot owners of Burnett's and/or Kreuzer's White Birch Subdivisions. Owners of lots other than lakefront lots shall have use of lake only at designated outlots unless they are lakefront lot owners' guests or as provided in #18, above.

22. All lot and property owners of Burnett's and/or Kreuzer's White Birch Lakes Subdivisions shall have use of the portion of the property that extends into the lakes, subject to other provisions stated herein. Perpetual easements allowing use shall be recorded on all lake property.

D E C L A R A N T S

DECLARANTS:

The Winnetka Bank, as trustee under the provisions of a Trust Agreement date March 11, 1979 and known as Trust Number R-279.

William J. Feehan
Trust Officer
Walter T. Dougan
Secretary

State of Illinois)
COUNTY of Cook) ss

I, Henry W. Wiegel, a Notary Public
in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that William J. Feehan, Trust Officer and Walter T. Dougan, Secretary of The Winnetka Bank
personally known to me to be the same persons
whose name-- subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that they signed, sealed and delivered
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 26th
day of May, 1979.

Commission expires April 7, 1980
AND

Henry W. Wiegel

Thomas P. Kreuser, as successor-trustee under the Eleanore T. Kreuser Trust #1, dated October 26, 1977.

Thomas P. Kreuser
Successor-Trustee

State of Illinois)
County of Lake) ss.

I, Nancy Holmgren
in and for said County, in the State aforesaid, DO HEREBY
CERTIFY that Thomas P. Kreuser

personally known to me to be the same person
whose name subscribed to the foregoing instrument, appeared before me this day
in person and acknowledged that he signed, sealed and delivered the
said instrument as his free and voluntary act, for the
uses and purposes therein set forth.

GIVEN under my hand and notarial seal; this 16th
day of May, 1979.

Nancy Holmgren

Commission expires April 21, 1982