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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GLENLAKE ESTATES SINGLE FAMILY HOMES

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GLENLAKE ESTATES SINGLE FAMILY HOMES

THIS DECLARATION is made on the date hereinafter set forth by GLENLAKE VENTURE, a Joint Venture of ODESIGN, INC., an Illinois corporation, and GLENLAKE ASSOCIATES, an Illinois General Partnership of E-GLENLAKE CORP., and K-GLENLAKE CORP., both being Illinois corporations, hereinafter referred to as "Developer" or "Declarant";

W I T N E S S E T H:

WHEREAS, GLENLAKE VENTURE is a Joint Venture doing business in the County of Cook and the State of Illinois for the purpose of developing a residential community on the real property described below. Title to the real property is held by GLENLAKE VENTURE. The whole of the area Developer proposes to develop is sometimes referred to as GLENLAKE ESTATES SINGLE FAMILY HOMES; and

WHEREAS, Declarant/Developer intends to subdivide, develop and improve such real estate from time to time for residences for the benefit of the occupants and owners;

NOW, THEREFORE, Declarant/Developer hereby declares that all of the property in the Subdivision and the Lots as hereinafter defined, in addition to such easements, covenants, conditions and restrictions as may appear on any recorded plat of subdivision

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of the real estate, shall be held, subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision and the Lots. These easements, covenants, conditions and restrictions shall run with the Land and shall be binding on all parties who become Owners of GLENLAKE ESTATES SINGLE FAMILY HOMES, and their successors and grantees.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or in any supplemental declaration (unless the context shall otherwise require) shall have the following meanings:

1. REAL ESTATE. The real estate referred to in ARTICLE II hereof which may be referred to interchangeably herein as "Property" or "Subdivision".
2. LOT. Any plot or tract of land designated upon any recorded plat of subdivision of the Real Estate which is presently or is to be improved with a residence designed and intended for use and occupancy as a residence for a single family.
3. OWNER. The record owner, whether one or more persons, individuals or entities, of title to any Lot which is a part of the Real Estate, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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4. DEVELOPER. The Developer is GLENLAKE VENTURE, a Joint Venture of ODESIGN, INC., an Illinois corporation, and GLENLAKE ASSOCIATES, an Illinois general partnership of E-GLENLAKE CORP., and K-GLENLAKE CORP., both being Illinois corporations, its successors, assigns, and licensees, and the Developer shall also be referred to herein as the "Declarant" where applicable.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The Real Estate which is and shall be held, transferred, conveyed, sold and occupied subject to this Declaration, is located in the Village of Glenview, County of Cook, State of Illinois, and said Real Estate is legally described on Exhibit A which is attached hereto and incorporated herein by reference.

Developer may subject additional real estate to this Declaration by the recordation of a plat of subdivision covering said additional real estate. The plats of subdivision covering the additional real estate shall constitute additional phases, and said plats, when recorded, shall be read together with the property legally described herein so that the plats of subdivision shall be deemed one integrated subdivision for all purposes.

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ARTICLE III

USE OF LOTS

The Real Estate shall be occupied and used as follows:

1. SINGLE FAMILY RESIDENCES. Each Lot shall be used exclusively for private single family residential purposes. Nothing in this Declaration or its provisions shall require the removal or limit the use by Developer of the structures existing on the date hereof and located within the Subdivision. The Developer may install a sales office or trailer for use in marketing the Real Estate.

2. SIGNS. No sign of any kind shall be displayed to the public view on or from any part of the Real Estate, except name and address designations and "For Sale" or "For Rent" signs by Owners on their own Lots relating to the sale or lease of their Lot and normal street designation and traffic signs installed by the Developer or governmental authority. The Developer may also display signs in connection with its marketing and sale of Lots and homes in the Subdivision.

3. ANTENNAS. No permanent attachments of any kind or character whatsoever (except television and radio antennas extending no more than six feet above the chimney cap) shall be built on or attached to the roof or exterior walls of any residence or other structure. Television dishes, ham radio towers, or other such antennas are not allowed.

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2. DEVELOPER'S EASEMENT. An easement is hereby granted to the Developer, without charge, for the purpose of erecting, maintaining, repairing and replacing billboards, banners and exterior lighting, and other advertising and promotional displays over and across the exterior of any structure or any Lot being used as a model for so long as the Developer, its successors, assigns and licensees, is engaged in the construction, sale or leasing of Lots on any portion of the Real Estate.

3. SANITARY SEWER EASEMENT. A nonexclusive easement ten (10') feet in width has been granted to Northfield Township to install, maintain and do all other acts necessary relating to providing sanitary sewer service to the Subdivision. The easement is adjacent to the roadways in the Subdivision as shown on the Plat of Subdivision. The grant of easement provides that no permanent buildings, shrubs, plants, ornamental features, decorative features, gardens, trees or landscaping (except grass) shall be placed on the easement. If trees, shrubs, plants, ornamental features, decorative features, gardens or other landscaping (except grass) are located within the easement, Northfield Township is hereby granted the right to cut down, trim, or remove such improvements without replacement or cost reimbursement.

4. DRAINAGE AND DETENTION EASEMENT. A nonexclusive water drainage and detention easement has been granted to the Village of Glenview which extends over a portion of Lots 55, 56, 58, 59

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4. VEHICLE AND BOAT PARKING AND STORAGE. No truck, van, trailer, recreational vehicle (or other similar vehicle), or boat (or other water-borne vehicle) may be maintained, stored or kept on the Real Estate unless enclosed within the garage.

5. TEMPORARY STRUCTURES. No trailer, basement of an uncompleted building, tent, shack, garage, barn, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Notwithstanding the foregoing, trailers, temporary buildings or structures may be located in the Subdivision by the Developer and used during construction but shall be removed upon the completion of construction.

ARTICLE IV

EASEMENTS

1. UTILITY EASEMENTS. The Developer reserves the right to grant to Illinois Bell Telephone Company or Centel, Commonwealth Edison Company, Northern Illinois Gas Company and all other public utilities and cable TV companies serving the Real Estate, easements, in addition to those appearing on any recorded plat of subdivision of the Real Estate, to lay, construct, renew, operate and maintain conduits, cables, wires, transformers, switching apparatus and equipment over, under and across the Streets and Lots in the Subdivision for the purpose of providing utility services to the Real Estate.

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and 60 as set forth on the Plat of Subdivision for Glenlake Estates Single Family Homes. The Owners of said Lots shall be subject to this easement. No structure may be constructed within the easement without a building permit issued by the Village of Glenview and no construction shall be allowed within the easement other than the installation of fencing which does not interfere with the free flow of water or impede the function of the detention area and no alteration in the grade of the easement shall be allowed. The easement shall be seeded with grass and the Owners of the aforesaid Lots shall be responsible for mowing and maintaining the easement in a manner which permits its proper function. The Village of Glenview is responsible for maintaining all underground storm sewer improvements which service the easement and detention area.

5. FENCE MAINTENANCE EASEMENT AGREEMENT. Lots 55, 59 through 73 and Lots 87 and 88 ("Fenced Lots") are subject to a nonexclusive easement, five (5') feet in width, along their westerly (Lots 72, 73, 87 and 88), southerly (Lots 66, 67, 68, 69, 70, 71 and 72) and southeasterly (Lots 55, 59, 60, 61, 62, 63, 64 and 65) boundaries. Owners of Fenced Lots must maintain, repair and/or replace the fence constructed by the Developer between their Lots and the abutting property outside the Subdivision pursuant to the Fence Maintenance Easement Agreement recorded with the Cook County Recorder.

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6. RECORDATION OF CORRECTED PLAT. In the event that following the initial recordation of any plat of subdivision or site plan for the Subdivision, the Developer, or its successors or assigns, determines that inaccuracies exist or additional utility easements are required in the plat of subdivision or site plan, Developer hereby reserves to itself, its successors and assigns, the right to rerecord the plat of subdivision or site plan for the purpose of correcting any such inaccuracies and/or additions.

ARTICLE V

MAINTENANCE AND RESTRICTIONS

1. FENCES. Any fence installed or constructed in the Subdivision by the Developer shall be owned by the Owner of the Lot upon which it is located.

2. PONDS. The pond and island located in the Subdivision are the property of the Owners of the Lots upon which the pond and island are located and may be freely used by the Owners of Lots abutting the pond ("Abutting Owners") and their families and invitees, subject to a nonexclusive drainage and detention easement granted to the Village of Glenview over the property upon which the pond is located as set forth on the Plat of Subdivision for Glenlake Estates Single Family Homes. All of the Abutting Owners (Lots 15, 16, 17, 18, 19, 20, 24, 25, 26, 28, 29 and 30) shall have an equal right to use the entire pond and

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island and shall be equally responsible for the care and maintenance of the pond and island, including full compliance with any federal, state or local laws which may apply thereto. Each Abutting Owner is granted a nonexclusive easement and right in common with all other Abutting Owners and their families and invitees, at all times to enter, leave and reenter, from their respective Lots, and use the pond and island and freely pass over the entire pond and island. Abutting Owners shall take the appropriate actions to control algae and other surface weeds in the pond. The costs in connection with the foregoing shall be shared equally by the Abutting Owners. It is the Developer's intent that the island be maintained in its natural state, however, the Abutting Owners may promulgate rules and regulations relating to the use and maintenance of the pond and island. In the event all of the Abutting Owners cannot agree as to the use, maintenance or rules relating to the pond and island, the determination of the majority of the Abutting Owners shall prevail. No power boats may be used on the pond except for pond maintenance and no structures shall be constructed on the island. The Village of Glenview is responsible for cleaning and maintaining underground pipes used in transferring water to other water containment and disposal facilities. No structure may be constructed within the easement without a building permit issued

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by the Village of Glenview. If it becomes necessary to pump water into the pond the cost shall be shared equally by the Abutting Owners.

3. PARKWAYS. All parkways adjacent to roadways in the Subdivision have been or shall be dedicated to the Village of Glenview. Maintenance and mowing of the plantings, grass, shrubs, trees and/or ground cover on such parkways as installed or planted by the Developer shall be provided by the Owners of Lots abutting such parkways. The Owners of Lots 54 and 55 shall be responsible for the maintenance and mowing of the parkway along Glenlake Drive at the emergency access drive to Winnetka Road.

4. CUL-DE-SAC ISLANDS. The islands in the cul-de-sacs have been or shall be dedicated to the Village of Glenview. These islands shall be planted and/or landscaped initially by the Developer. Thereafter they shall be maintained by the Owners of the Lots that front the respective cul-de-sac islands as set forth in Exhibit B hereto. These Owners shall share equally the costs incurred in such maintenance. The location of the cul-de-sacs and the Owners who shall be responsible for their maintenance and planting are set forth on said Exhibit B. In the event all of said Owners cannot agree on the maintenance, landscaping or plantings, the determination of the majority of such Owners shall prevail. If a majority of the

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Owners agree they may change the cul-de-sac landscape plan but if a majority cannot agree on a change, the cul-de-sac shall be maintained as initially planted or landscaped by the Developer. The Responsible Owners for each cul-de-sac, as set forth on Exhibit B hereto, shall choose one Owner to collect funds and pay any costs relating to the maintenance of the cul-de-sac. All Owners shall be bound by the decision of the majority and shall pay their share of the maintenance cost.

ARTICLE VI

MISCELLANEOUS PROVISIONS

1. SEVERABILITY. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any of the other covenants or restrictions herein which shall remain in full force and effect.

2. AMENDMENTS. The covenants and restrictions of this Declaration shall run with and bind the Owners, legal representatives, heirs, successors and assigns of the land, as covenants running with the land, and shall inure to the benefit of and be enforceable by the Owners of any Lots subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

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At any time and from time to time while these covenants, conditions, restrictions, reservations, equitable servitudes, grants, and easements are in effect, they may be amended or revoked by the recording in the Office of the Recorder of Deeds of Cook County, Illinois, of any instrument declaring such amendment or revocation, which instrument shall be signed by the undersigned or its successors and assigns or by the then Owners of not less than two-thirds (2/3) of the Lots in the Subdivision, which Declaration shall set forth such amendment or revocation and shall be effective from and after the date of its recording; provided, however, that if the undersigned or its successors and assigns shall hold legal title to any Lot or Lots in the Subdivision, then an amendment or revocation signed by not less than two-thirds (2/3) of the Owners of such Lots must also be signed by the undersigned, its successors or assigns and if not so signed, such amendment or revocation shall not be valid. Any amendment or revocation of any easement must also be approved by the grantee of such easement. A certificate signed and acknowledged by the Office of the Recorder of Deeds of Cook County, Illinois or by an abstract or title company doing business in Cook County, Illinois that any such instrument or amendment or revocation has been signed by the then Owners of not less than two-thirds (2/3rds) of such Lots shall be deemed prima facie evidence that such instrument has been signed by the Owners of

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the required number of Lots. In making amendments and revocations to this Declaration, each of the Lots shall be deemed to have one Owner and the signature of any one of the legal or beneficial holders of title shall be deemed adequate approval of such amendment by all of the Owners of the Lot.

Words herein to the contrary notwithstanding, the Developer shall have the right to amend this Declaration without approval of any of the Owners for the purpose of adding additional Lots hereto so that the total subdivision may contain at least One Hundred Six (106) Lots.

Developer further reserves the right, at any time, without approval of the Owners, to amend the Declaration to comply with the legal requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the United States Veterans Administration, their respective successors and assigns or any other governmental agency having jurisdiction over the Property.

3. DEVELOPER'S USE OF THE PREMISES. Developer hereby reserves for itself, successors, assigns and licensees, the right to engage in the construction of residences and sale of Lots which are or shall become the subject matter of this Declaration and shall be entitled to erect model residences, sales and production offices, including all appurtenant structures and lighting which, in the sole discretion of the Developer, shall assist it in the conduct of its business.

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4. PERPETUITIES AND OTHER RULES OF PROPERTY. If any of the options, privileges, covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Governor of the State of Illinois.

5. WAIVER OF DAMAGES. Neither the Declarant, the Developer nor the venturers or representatives thereof shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the Declarant's capacity as Developer, contractor, Owner, manager or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, occupant, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise out of a contract, either express or implied. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason or any act or failure to act of any

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Owner or occupant, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or the disrepair of, any utility service (heat, air conditioning, electricity, gas, water, sewage, etc.)

6. CONSTRUCTION. This Declaration shall be liberally construed as to facilitate and promote the objectives of this Declaration hereinabove set forth. Narrow, technical and literal construction of this instrument, inconsistent with the objectives of the Declarant, the Developer and Owners shall be avoided.

7. HEADINGS. The headings contained in this Declaration are for reference only and shall not in any way affect the meaning or interpretation of this Declaration.

8. CONFLICTS BETWEEN DECLARATION AND VILLAGE ORDINANCE PROVISIONS. In the event there is at any time a conflict between any provision of this Declaration and any provision of any then effective ordinance, rule or regulation of the Village of Glenview, Illinois, the ordinance, rule or regulation of the Village of Glenview, Illinois, then in effect shall prevail, but only to the extent it is more restrictive than this Declaration.


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THIS DECLARATION is executed this 23rd day of June, 1992 by the Declarant, GLENLAKE VENTURE, a Joint Venture as aforesaid, as the Owner of the Real Estate.


GLENLAKE VENTURE, a Joint Venture of ODESIGN INC., an Illinois corporation, and GLENLAKE ASSOCIATES, an Illinois general partnership of E-GLENLAKE CORP., and K-GLENLAKE CORP., both Illinois corporations, general partners, DECLARANT

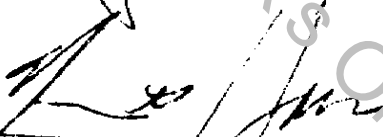
BY:

ODESIGN INC.

By: 
Michael W. Gregg President
and

GLENLAKE ASSOCIATES

By: 
Edward R. James President
E-GLENLAKE CORP., a general partner

By: 
Kenneth J. James President
K-GLENLAKE CORP., a general partner

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COOK COUNTY, ILLINOIS
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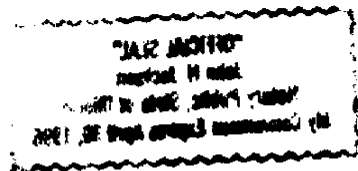
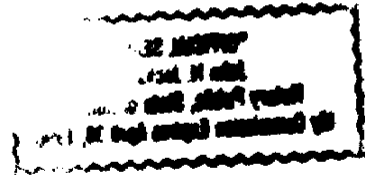
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EXHIBIT A TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
GLENLAKE ESTATES SINGLE FAMILY HOMES

GLENLAKE ESTATES UNITS 2 AND 3, EXCEPT LOTS 201, 202,
203, 204, 205, 206, 207, 208, 209, 210, 401, 402, 403,
404, 405, 406, 407, 408, 409 AND 410, BEING A SUBDIVISION
OF PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP
42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

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EXHIBIT B TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENLAKE ESTATES SINGLE FAMILY HOMES

The following is a list identifying the location of the cul-de-sac islands in GLENLAKE ESTATES Single Family Homes and the Lots whose Owners shall be responsible for the replanting and maintenance of said cul-de-sac islands.

<u>Cul-De-Sac to be Maintained</u>	<u>Responsible Lot Owners</u>
Glenlake Drive cul-de-sac (immediately east of main entrance)	1,2,3,4
Warwick Lane cul-de-sac (midway along street)	6,7,8,9
Warwick Lane cul-de-sac (end of street)	12,13,14,15,16
Glenlake Drive cul-de-sac (between Warwick and Chandler)	23,24,25,26
Chandler Lane cul-de-sac	28,29,30,31,32,33
Glenlake Drive cul-de-sac (east of Chandler)	35,36,37,38
Stratford Lane cul-de-sac	84,85,86,87,88,89
Somerset Lane cul-de-sac	71,72,73,74

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