

PROTOCOL FOR PLAN REVIEW BY GOLFVIEW HILLS ASSOCIATION (GHHA)

PROCEDURAL PROTOCOL

1. This Protocol sets forth the procedure for the review by GHHA of plans for erection of dwellings, accessory structures, and fences as provided in the GHHA Protective Covenants.
2. **Plan reviews will not be commenced until the plan review fees required by the GHHA Schedule of Fees and Fines have been paid.**
3. Documentation Requirements. Lot owners requesting plan review and approval should review the respective Protocols for review of Dwellings, Accessory Structures, and Fences and provide to GHHA the information necessary to evaluate each of the elements set forth in the Protocol. At a minimum, the following documentation must be submitted:
 - a. A complete written list of all Covenant and Protocol Variances that are part of the Plans. **No plan containing a variance shall be considered approved, even if the variance is shown on the Drawings that are approved by GHHA, unless the variance is set forth on this List of Covenant and Protocol Variances.**
 - b. **DWELLINGS and ACCESSORY STRUCTURES:**
 - i. A complete set of the site plan, architectural, engineering, drainage and construction plans in both paper print and electronic portable document format (pdf).
 - ii. A complete written List of Encroachments (including, but not limited to, any encroachments permitted or pre-approved by other Protocols) into the required front and side lot setbacks, including dimensions of all encroachments (length, depth of encroachment into the required setback, and lowest and highest height above grade of the encroachment). **No plan containing an encroachment into front or side yard setbacks shall be considered approved, even if the encroachment is shown on the Drawings that are approved by GHHA, unless the encroachment is set forth on the written List of Encroachments. This also applies to encroachments that are otherwise pre-approved under the terms of the Protocol for Review of Dwelling Plans. Note that bay windows, window wells and basement exits are considered encroachments.**
 - iii. Drawings shall show all encroachments and intrusions of any kind into the front and side yard setbacks with dimensions to the nearest inch,

including but not limited to bays, open porches, and window wells that will be intruding on setback space. The required front yard setback is 35 feet on 55th Street and on Madison Street and 27 feet in all other locations, and the required side yard setback is 10 feet. See Appendix A to this Procedural Protocol.

- iv. Drawings shall show the front and side yard setback lines on the site plan, the floor plan for each level, and all elevation drawings
4. All information required for plan reviews, and requests for waivers or variances of the Protective Covenants, should be submitted in the first instance to the Plan Review Committee for review and consideration. Waivers and variances of the Protective Covenants must be approved by the Board of Directors of GHHA. The Plan Review Committee is authorized to approve plans that do not require a waiver or variance of the Protective Covenants, or that contain waivers or variances that are pre-approved in the Protocols.
 5. Waivers and Variances (excluding those pre-approved in a Protocol). Requests for waivers or variances of the Protective Covenants that have not been pre-approved in a GHHA Protocol should be in a separate document and satisfy the following requirements and those set forth in the applicable Appendix A or B to this Procedural Protocol. The following procedures apply to plan reviews and requests for waivers or variances:
 - a. All requests for waiver or variances must be submitted in the first instance to the Plan Review Committee and must:
 - i. set forth the exact Sections and provisions of the GHHA Protective Covenants with respect to which a waiver or variance is requested, and set forth in detail the alternative(s) for which approval is sought; and
 - ii. be accompanied by Consents signed by all Nearby Neighbors, or a statement from the lot owner requesting the waiver or variance setting forth the names and addresses of all Nearby Neighbors who have not signed a Consent, and the dates and means by which their consent was requested, which dates must be at least 14 days prior to the submission of the request for waiver or variance to GHHA.
 - b. "Consent" means, with respect to Dwellings, a consent substantially in the form of Appendix A to this Protocol; and with respect to Accessory Structures, substantially in the form of Appendix B to this Protocol.
 - c. "Nearby Neighbors" means all owners of lots adjacent to the lot requesting a waiver or variance, and the owners of lots across a street that are within 75 feet of the lot requesting a waiver or variance.
 - d. Waivers and variances will generally not be granted without receipt by GHHA of a Consent to the waiver or variance signed by all Nearby Neighbors. If more than one person is the owner of a lot, then all owners must sign the Consent.

- e. GHHA will give at least 14 days' written notice of the Board meeting at which a request for waiver or variance will be considered to all Nearby Neighbors from whom the lot owner requesting the waiver or variance has not submitted to GHHA a Consent to the granting of such waiver or variance.
 - f. Lot owners requesting a variance or waiver of any Protective Covenant must submit such request in writing to the Plan Review Committee at least 30 days prior to the next regularly scheduled Board meeting. Late requests will not be considered until the next Board meeting falling 30 days or more after receipt of the written request for variance or waiver. (Lot owners requiring waivers or variances from the Protective Covenants should consult the GHHA website for the latest Board meeting schedule.)
 - i. Lot owners requesting a variance or waiver of any Protective Covenant may request that the President of GHHA call a special GHHA Board meeting to consider the request on an expedited basis. Generally, a special Board meeting will not be called for such purpose on less than 14 days' notice to the Board. There is no right to such a special Board meeting or guaranty that one will be called, or if called, that a quorum of the Board will be in attendance to conduct business.
 - ii. A special Board meeting to consider a variance or waiver will only be called if the request is made in writing to GHHA's President accompanied by the Special Meeting Fee specified in the most recent GHHA Schedule of Fees and Fines, together with Consents signed by all Nearby Neighbors consenting to the requested variances and/or waivers. The Special Meeting Fee is non-refundable once the President issues a call for the special Board meeting, whether or not the special meeting is later cancelled or the Board lacks a quorum to carry on business at the special meeting.
 - g. Requests for waivers or variances from the Protective Covenants that do not comply with the requirements set forth in this Protocol will not be processed and are automatically deemed denied.
6. Any waiver or variance granted by GHHA, and any Consent signed by a Nearby Neighbor, is null and void if the written information provided to GHHA or to Nearby Neighbors who have signed a Consent in connection with such waiver or variance is inaccurate or incomplete, or if the structure as built does not conform to the written information supplied. GHHA reserves the right in such event to seek removal of the structure or structures as in violation of the Protective Covenants. All written information referred to in the Consent is considered material information.

Example. Assume that in connection with a request for a side yard setback variance from 10 feet to 8 feet, a lot owner provides written information to GHHA or a Nearby Neighbor showing a window well 4 inches above grade intruding 1 foot into the remaining side yard setback. However, as built, the window well is 12 inches above

grade and intrudes 18 inches into the side lot. Any side yard setback variance granted is null and void, along with all Consents signed by Nearby Neighbors.

7. GHHA will not process requests for plan approvals with respect to any lot that is not current in the payment of assessments and fines assessed against such lot.
8. The GHHA Schedule of Fees and Fines sets forth the fees for plan reviews and fines for failure timely to seek GHHA plan approvals required by the Protective Covenants.
9. GHHA reserves the right to impose fines, to file court actions for damages, and to seek injunctive relief to stop construction and/or require removal of structures that have been or are being erected in violation of the Protective Covenants or without GHHA plan approval. Such actions may be commenced against lot owners, contractors and subcontractors engaged in the construction, and architects who generate plans that violate the Protective Covenants. It is the position of GHHA that third parties such as contractors, subcontractors, and architects who participate in the design or construction of structures in Golfview Hills that violate the Protective Covenants, which are a recorded publicly available document, are liable for tortious interference with the contractual rights of the Golfview Hills Homes Association and its members as set forth in the Protective Covenants. All GHHA remedies are cumulative and not exclusive, and the pursuit of one remedy does not preclude GHHA from pursuing other remedies.

APPENDIX A

Consent to Waiver or Variance from Protective Covenants – Dwelling

To: Golfview Hills Homes Association (GHHA)

From: _____
Printed Name(s) of Consenting Lot Owners

Consenting Lot Owners Street Address in Golfview Hills, Hinsdale, Illinois

Date this Consent is Signed: _____

Re Variance at: _____ in Golfview Hills, Hinsdale, Illinois.
Street Address

This Consent is null and void if the written information provided to the consenting lot owner in obtaining this consent is inaccurate or incomplete, or if the structure as built does not conform to the information supplied. The consenting lot owner reserves the right in that event to seek removal of the structure or structures as in violation of the Golfview Hills Protective Covenants. All written information referred to in this Consent is considered material information.

ALL CONSENTS MUST BE SIGNED IN THE LAST BOX AND THE APPLICABLE VARIANCE BOX

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| <p>Signatures of Consenting Lot Owners:</p> <p>_____</p> <p>_____</p> | <p>Variance to permit 4-car garage. I understand the Protective Covenants do not permit more than 3-car garages. I have been informed that a variance is requested to build a 4-car garage. I have been told that the garage car doors will face _____ [indicate direction, north, south, etc.]. If the doors are facing the side lot line, I have been told the garage car doors will be _____ feet from the nearest side lot line. I have been told the garage car doors will be _____ feet from the front lot line and _____ feet from the street. I consent to GHHA granting this variance to the Protective Covenants.</p> |
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| <p>Signatures of Consenting Lot Owners:</p> <p>_____</p> <p>_____</p> <p>ATTACHMENTS REQUIRED</p> | <p>Variance to reduce side yard setback. I understand that the Protective Covenants require a side yard setback of at least 10 feet. I have been informed that a variance is requested to reduce the side yard setback from 10 feet to _____ feet on the _____ (indicate direction(s), north, south, etc.) side(s) of the lot. Attached to this Consent is a listing that I have signed and dated of the window wells, bays, open porches and other structures or portions of a structure that I have been told will intrude into the reduced side yard setback. The attached list also shows the following dimensions that I have been given (to the nearest inch) for all structures intruding into the side yard setback: height above grade, the distance of the intrusion into the setback, and the closest distance from each intruding structure or portion of a structure to the nearest side lot line and to the front lot line. I consent to GHHA granting this variance to the Protective Covenants.</p> |
| <p>Signatures of Consenting Lot Owners:</p> <p>_____</p> <p>_____</p> <p>ATTACHMENTS REQUIRED</p> | <p>Variance to reduce front yard setback. I understand that the Protective Covenants require a front yard setback of 35 feet on 55th St and Madison St, and 27 feet at all other locations. I have been informed that a variance is requested to reduce the front yard setback to _____ feet. Attached to this Consent is a listing that I have signed and dated of the window wells, bays, open porches and other structures or portions of a the structure that I have been told will intrude into the reduced front yard setback. The attached list also shows the following dimensions that I have been given (to the nearest inch) for all structures intruding into the front yard setback: height above grade, the distance of the intrusion into the setback, and the closest distance from each intruding</p> |

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| | <p>structure or portion of a structure to the nearest side lot line and to the front lot line. I consent to GHHA granting this variance to the Protective Covenants.</p> |
| <p>Signatures of Consenting Lot Owners:</p> <hr/> <hr/> | <p>Driveway set back variance. I understand that the Protective Covenants require that a driveway be no nearer than 18 inches to the side lot line. I have been informed that a variance is requested to reduce the distance of the driveway to the _____ (indicate direction, north, south, etc.) side lot line to _____. I consent to GHHA granting this variance to the Protective Covenants.</p> |
| <p>THIS BOX MUST BE SIGNED ON ALL CONSENTS</p> <p>Signatures of Consenting Lot Owners:</p> <hr/> <hr/> | <p>Information Provided. I confirm that in signing this Consent, I have been provided <u>at least ten days prior to the date of this Consent</u>, copies to keep for my own records of the following:</p> <ol style="list-style-type: none"> 1. This Consent. 2. A scaled site plan with a certification by the architect or engineer that prepared the site plan stating that it accurately shows all setback lines, lot lines, and structures to be erected, including locations, dimensions, and distance to lot lines and setback lines of all bays, window wells, porches, and all other intrusions of structures of any kind into setbacks. 3. Exterior elevations with a certification by the architect or engineer that prepared the elevations that they accurately show dimensions and height above existing grade for all dwelling sides, including bays, window wells, porches, and all other intrusions of structures of any kind into setbacks. 4. The 1st floor plan showing elevation above grade. |

APPENDIX B

Consent to Waiver or Variance from Protective Covenants – Accessory Structure

To: Golfview Hills Homes Association (GHHA)

From: _____

Printed Name(s) of Consenting Lot Owners

Consenting Lot Owners Street Address in Golfview Hills, Hinsdale, Illinois

Date this Consent is Signed: _____

Re Variance at: _____ in Golfview Hills, Hinsdale, Illinois.
Street Address

This Consent is null and void if the written information provided to the consenting lot owner in obtaining this consent is inaccurate or incomplete, or if the structure as built does not conform to the information supplied. The consenting lot owner reserves the right in that event to seek removal of the structure or structures as in violation of the Golfview Hills Protective Covenants. All written information referred to in this Consent is considered material information.

ALL CONSENTS MUST BE SIGNED IN THE LAST BOX AND THE APPLICABLE VARIANCE BOX

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| <p>Signatures of Consenting Lot Owners:</p> <p>_____</p> <p>_____</p> | <p>Setback variance. I understand that the Protective Covenants prohibit Accessory Structures nearer than 3 feet to the side lot line, or nearer than 50 feet to the front building line. I have been informed that a variance is requested to reduce the distance of the Accessory Structure to the side lot line to _____, and/or to reduce the distance of the Accessory Structure to the front building line to _____. (Cross out portions that do not apply.) I consent to GHHA granting this variance to the Protective Covenants.</p> |
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| <p>Signatures of Consenting Lot Owners:</p> <hr/> <hr/> | <p>Variance involving height or size. I understand that the Protective Covenants limit the height of Accessory Structures to one story, or 8 feet, and the size of the floor area to 120 square feet. I have been informed that a variance is requested to permit an Accessory Structure with a height of ____ feet, and/or to permit an Accessory Structure with a floor area of ____ square feet. (Cross-out portions that do not apply.) I consent to GHHA granting this variance to the Protective Covenants.</p> |
| <p>Signatures of Consenting Lot Owners:</p> <hr/> <hr/> | <p>Lean-to Variance. I understand that the Protective Covenants prohibit lean-to Accessory Structures. I have been informed that a variance is requested to permit a lean-to structure located on the _____(north, south, etc.) side of the dwelling with a length of ____ feet and a width of ____ feet from the outer wall of the existing dwelling. I have been informed that the lean-to structure will be no taller than ____ feet, no nearer than ____ feet to the nearest side lot line, no nearer than ____ feet to the front building line, and will not extend beyond the existing intersecting perpendicular line of the dwelling. I consent to GHHA granting this variance to the Protective Covenants.</p> |
| <p>THIS BOX MUST BE SIGNED ON ALL CONSENTS</p> <p>Signatures of Consenting Lot Owners:</p> <hr/> <hr/> | <p>Information Provided. I confirm that in signing this Consent, I have been provided <u>at least ten days prior to the date of this Consent</u>, copies to keep for my own records of the following:</p> <ol style="list-style-type: none"> 1. This Consent. 2. A scaled site plan with a certification by the architect, engineer, or other person that prepared the site plan stating that it accurately shows the location and dimensions of existing structures, the Accessory Structure, |

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| | and all setback lines, lot lines, and existing building lines. |
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