

DECLARATIONS OF RESTRICTIONS

WHEREAS, CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation, as Trustee under Trust dated November 16 1962 and known as Trust No.45070, as Trustee and not individually is the owner of the following described real estate, to wit:

LONG GROVE COUNTRY CLUB ESTATES,
UNIT NO. 2, a subdivision in section 36,
Township 43 North, Range 10 East of the
3rd Principal Meridian, in Lake County,
Illinois, and

WHEREAS, said Trustee has subdivided the aforesaid real estate into individual lots by filing in the office of the Clerk of the County of Lake, Illinois on JUNE 19, 1963 as Document No. 1192101 a plat of said subdivision, and

WHEREAS, in order to insure the most beneficial development of said real estate as a residential subdivision and to prevent any use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof, the Trustee intends to sell lots and building sites therein subject to certain protective restrictions, conditions, limitations, reservations and covenants,

NOW THEREFORE, said Trustee hereby declares that certain protective covenants are hereby imposed on said real estate as follows, to wit:

SCHEDULE "A"

1. Land Use and Building Types. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than the one detached single-family dwelling of the one-floor ranch type or of the one and one-half story split-level type or two story type construction, including an immediately attached breezeway, if desired, and a private garage which must be attached to and immediately adjoin either the principal building or the breezeway, the said garage and breezeway, including roof shall be of the same materials and original design of the principal building. The exterior walls of all buildings shall be at least (40) percent brick, glass, stone or other masonry.

2. Architectural Control: No building, fence, wall, well, other structure or facility shall be erected, placed or permitted to remain and no alteration of any of the foregoing, costing more than One Thousand Dollars, and no alteration of the physical conditions of any lot which would appreciably affect the appearance of the vicinity or the value of other lots shall be made, unless and until the design, plans and specifications thereof, showing the nature, kind, shape, size, location, externally visible materials, colors and general appearance thereof including proposed landscaping of the lot, shall have been submitted to, approved in writing by, and a copy thereof as approved permanently lodged with Long Grove Country Club Estates, Inc, it's successors or assigns.

In the event said design, plans or specifications are disapproved, or that the same are not approved within thirty (30) days of their submission, then within sixty (60) days following such disapproval or following the lapse of such thirty (30) days, the owner of the lot submitting said design, plans or specifications shall have the right to notify in writing Long Grove Country Club Estates, Inc., its successors or assigns, of his intention to seek approval thereof by a committee of three architects, and by appointing, in such notice the first of said architects. Within ten (10) days following receipt of such notice, Long Grove Country Club Estates, Inc., its successors or assigns shall appoint a second architect, and within ten (10) days thereafter the two architects so appointed shall appoint a third; the decision of two of the three architects so appointed shall be final and conclusive; any fees payable to said architects for services shall be paid one-half by Long Grove Country Club Estates, Inc., its successors or assigns, and one-half by said owner;

3. Dwelling-Size: No main dwelling house of the one-floor ranch type shall be erected or permitted on any lot unless the ground floor area of the main structure, exclusive of open porches, breezeway and garage, shall be not less than 2000 square feet. No main dwelling house of the one and one-half floor split-level type shall be erected or permitted on any lot, unless the area of the main structure inclosed by foundations (exclusive of open porches, breezeway and garage) shall be not less than 1500 square feet, and unless there shall be an additional living area level having not less than 750 square feet. No main dwelling house of the two-floor type shall be erected or permitted on any lot unless the first floor level (exclusive of open porches, breezeway and garage) shall contain not less than 1250 square feet.

4. Building Location: For the purposes hereof, the lot line adjoining the street shall be the "front line"; the opposite lot line shall be the "rear line"; and the other two lot lines shall be the "side lines". No building, breezeway or garage shall be erected or permitted nearer than thirty (30) feet to the front line or rear line, or nearer than fifteen (15) feet to either side line. No fence or wall shall be erected, placed or altered on any lot nearer to the front line of the lot than the aforesaid building line, nor shall any sight screening structure or planting be installed or permitted between any dwelling and the street or road;

5. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The growing of mushrooms for commercial purposes is expressly prohibited.

6. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that one dog, cat or other household pet may be kept, provided that such pets are not permitted outside of the owner's lot unattended;

7. No exposed television antennas shall be installed unless architectural conditions require, to be determined in the sole discretion of Long Grove Country Club Estates, Inc., its successors or assigns;

8. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and in an inconspicuous place;

9. Temporary Structures: No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence whether temporary or permanently;

10. Driveways: No building shall be erected or permitted on any lot unless in conjunction therewith there is constructed a hard surfaced driveway (including for proper drainage the culvert hereinafter specified) measuring at least ten (10) feet in width and running from the street paving to the building line. Before commencement of any construction of any kind whatsoever, there shall be installed across the proposed driveway a culvert conforming as to size, length and type of material with the minimum standards specified by the Lake County Highway Department and the Township Highway Commissioner. Drainage ditches paralleling roads shall not be obstructed or altered insofar as their course or carrying capacity are concerned by such driveways;

11. Signs: No sign of any kind shall be placed upon or in any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction period.

12. Water Supply: No lot shall be occupied until a water well and water system is located, constructed and equipped thereon by the purchaser of the lot, or the purchaser's successors in interest without expense to the SELLER in accordance with the requirements, standards and recommendations of the Lake County Department of Health and any other controlling public authority. Approvals of such water well and system shall be obtained from such authorities.

13. Sewage Disposal: No lot shall be occupied until a sewage disposal system is located, constructed and equipped thereon by the purchaser of the lot, or the purchaser's successors in interest without expense to the SELLER in accordance with the requirements, standards and recommendations of the Lake County Department of Health and any other controlling public authority. Approvals of such sewage disposal system shall be obtained from such authorities.

14. Construction Equipment - Vehicles: All equipment used in clearing, excavating or construction, not rubber tired, shall only be loaded or unloaded within the boundary lines of each lot. No truck or commercial vehicle shall be permitted upon any lot except when said truck or commercial vehicle is actually delivering or unloading or loading personal property to and from the premises, and except any truck or commercial vehicle which is restricted to the interior confines of a private garage. No private vehicles shall be continuously parked on the streets or roadways, but shall be kept on the driveway of the lot or private garage. It being the intention to prevent obstruction of the streets by continuous parking thereon;

15. Time of Construction: No structure of any kind shall be erected or placed on the lot without the written consent of Long Grove Country Club Estates, Inc., its successors or assigns, nor shall any soil or black dirt be sold or removed, nor shall any trees or shrubbery be cut, sold or removed until and unless the BUYER has first made all of the payments and performed all the covenants to be made and performed by him, including the payment of the purchase price in full;

16. Soil Removal: No soil or black dirt shall be removed from the sub-division. Long Grove Country Club Estates, Inc., its successors or assigns, shall designate the location for the disposal of any such soil or black dirt considered surplus by the individual lot owners;

17. Enforcement: If the owners of any lot or lots subject hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning other lot or lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent such person or persons from so doing, or to recover damages for such violation, or both;

18. Duration of Restrictions and Covenants: The covenants and restrictions herein set forth shall run with the land and shall be in force and effect and shall be binding on all parties and persons claiming under them until January 1, 1985, at which time said covenants and restrictions shall automatically extend for successive periods of ten years, unless by a written agreement executed by a majority of the then owners of the lots in said sub-division it is agreed to terminate, alter, or amend said covenants or restrictions in whole or in part.

AMENDMENT OF RESTRICTIONS

WHEREAS, LONG GROVE COUNTRY CLUB ESTATES, INC., an Illinois Corporation, is the owner of the following described real estate, to wit:

Lots 12, 13, 18, 21, 22 and 24 in LONG GROVE COUNTRY CLUB ESTATES, UNIT NO. 1, a subdivision in the South 1/2 of Section 25 and the North 1/2 of Section 36, all in Township 43 North, Range 10, East of the 3rd Principal Meridian, Lake County, Illinois,

ALSO

Lots 28, 29, 30, 31, 32, 33, 34, 35, 36, 38, 39, 40, 41, 43, 44, 45, 46, 47, 50, 51, 52, 54, 56, 57, 58, 59, 60, 61, 63, 65, 66, 71, 72, 73, 74, 77, 79, 81, 82, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 140, 142, 143, 144, 145, 149, 150, 151, 152, 153, 154 and 156 in LONG GROVE COUNTRY CLUB ESTATES, UNIT NO. 2, a subdivision in Section 36, Township 43 North, Range 10, East of the 3rd Principal Meridian, Lake County, Illinois, recorded July 15, 1963, as Document No. 1192101,

ALSO

Lots 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199 and 200 in LONG GROVE COUNTRY CLUB ESTATES, UNIT NO. 3, a subdivision of part of the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 43 North, Range 10, East of the 3rd Principal Meridian, and part of the Southwest 1/4 of the Southwest 1/4 of Section 30, and the North 10 rods of the West 1/2 of the Northwest 1/4 of Section 31, in Township 43 North, Range 11, East of the 3rd Principal Meridian, in Lake County, Illinois, recorded April 8, 1964, as Document No. 1221500, and

WHEREAS, the Corporation desires to amend, modify, delete or otherwise change certain protective restrictions, conditions, limitations, reservations, and covenants heretofor imposed on said real estate.

NOW THEREFORE, said Corporation hereby declares that certain protective covenants are modified as follows:

1. As regards Paragraph Eleven (11), Signs, of the Restrictive Covenants heretofor imposed on all of the above described real estate, as hereby deleted in its entirety and the following Paragraph Eleven (11) substituted in lieu thereof.

SCHEDULE "B"

1. No residence located on any lot shall be occupied for a period of more than one (1) year unless the owner shall plant or cause to be planted two (2) trees of the size, type and to the specifications of the applicable ordinances of the Village of Long Grove, Illinois. In addition to the enforcement provisions of Paragraph 17 of Schedule "A", which are hereby incorporated by reference thereto, the Village of Long Grove, Illinois is hereby granted the right to enforce this covenant in the same manner and degree as provided in Paragraph 17 of Schedule "A".

Invalidation of any one of the covenants or restrictions of either Schedule "A" or "B" by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

DOC. 1192102
FILED FOR RECORD IN RECORDERS
OFFICE LAKE COUNTY, ILLINOIS

JUL 15 1963 -9 30 AM

Frank J. Rustra
FRANK J. RUSTRA
RECORDER

CHICAGO TITLE AND TRUST COMPANY,
as Trustee under Trust dated November
16, 1962 and known as Trust No. 45070,
as Trustee and not individually

BY:

Richard H. ...
Assistant Vice-President

ATTEST:

John ...
Assistant Secretary

STATE OF ILLINOIS)

SS

COUNTY OF COOK)

I., Mary Cutrona a Notary Public in and for the County of Cook, State of Illinois, hereby certify that before me personally appeared on this day WINIFRED R. BERG and JACK LEVINE as Assistant Vice-President and Assistant Secretary, respectively, of Chicago Title and Trust Company, an Illinois Corporation, to me known to be the officers who executed the foregoing instrument as Trustees under Trust dated November 16, 1962 and known as Trust No. 45070, for all the purposes expressed in said instrument; and that they affixed to the signature of said corporation on said instrument the official seal of said corporation,

WITNESS, my hand and official seal on this 19th day of June 1963.

My commission expires:

3-15-65

Mary Cutrona

"11. Signs: No signs, flags, or banners of any kind or nature, including but not limited to "For Sale" signs whether by owner or agent, shall be placed upon any lot or residence except the following:

A. Such signs as Long Grove Country Club Estates, Inc., its successors or assigns, may find necessary or desirable for the promotion and sale of the property.

B. One sign of not more than one square foot identifying the resident of any home constructed on said lot.

C. One sign of not more than five square feet, the design and placement of which shall first be approved by Long Grove Country Club Estates, Inc., its successors or assigns, identifying the name of the builder and architect of a residence while such residence is under construction."

2. As regards Paragraph Three (3), Dwelling Size, is hereby deleted in its entirety and the following Paragraph Three (3) substituted in lieu thereof:

"3. Dwelling Size: No main dwelling house of the one-floor ranch type shall be erected or permitted on any lot unless the ground floor area of the main structure, exclusive of open porches, breezeway and garage, shall be not less than 2000 square feet. No main dwelling house of the one and one-half floor split-level type shall be erected or permitted on any lot, unless the area inclosed by foundations (exclusive of open porches, breezeway and garage) shall be not less than 2250 square feet. No main dwelling house of the two-floor type shall be erected or permitted on any lot unless the dwelling house shall contain (exclusive of open porches, breezeway and garage) not less than 2500 square feet. "

3. Except as modified above, all other protective restrictions, conditions, limitations, reservations, and covenants heretofor imposed on all of the above described real estate shall remain in full force and effect.

LONG GROVE COUNTRY CLUB ESTATES, INC.

BY:


President

ATTEST:


Secretary

