

FIRST AMENDMENT TO ABERDARE ESTATES SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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This First Amendment to Aberdare Estates Subdivision Declaration of Covenants, Conditions and Restrictions ("Amendment") is made this 15th day of February, 1994 by First Midwest Trust Company, as Trustee under Trust No. 5801 ("Declarant") for the purpose of amending that certain Aberdare Estates Subdivision Declaration of Covenants, Conditions and Restrictions dated June 24, 1993 executed by Declarant and recorded in the Office of the Recorder of Deeds of Lake County, Illinois on June 25, 1993 as document no. 3354760 ("Declaration").

The Declaration and this Amendment affect the following described real property:

Lots 1 through 64 inclusive in Aberdare Estates being a subdivision of part of the Northwest quarter of Section 20, Township 45 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois

The Declaration is hereby amended as follows:

A. Article V, Section 4 is hereby deleted and the following is substituted in its stead:

No building or above grade improvement, or any part thereof, including garages and porches, shall be erected on any Lot other than wholly within the building lines appearing on the Plat. Notwithstanding the provisions contained in the foregoing sentence, the Plat, or any less restrictive Village ordinance, no building or above grade improvement, or any part thereof, including garages and porches, shall be erected on any lot within 40 feet of the front Lot line. Any other grade level improvement permitted by Village ordinance outside the building envelope, such as driveways and patios, shall not be constructed closer than four (4) feet from any side or rear yard Lot boundary line. All dog runs shall be: a) located behind a line parallel to the front Lot line(s) which is even with the rear-most portion of any house, b) located at least twenty (20) feet from any side or rear Lot boundary line, and c) screened from all front and side yard view by suitable landscaping.

B. Article V, Section 4 is hereby amended by adding the following paragraph:

The Declarant hereby grants each Owner the right to enter upon any Lot ("Servient Lot") contiguous to the Lot Owned by said Owner in order to grade the Servient Lot to the extent necessary to provide a gradual transition between.

the surface elevations of the Servient Lot and the Owner's Lot. The right of access upon the Servient Lot is limited to a five (5) foot strip measured from and running parallel to the common boundary line between the Servient Lot and the Owner's Lot. Any Owner grading the Servient Lot pursuant to this grant shall do so only pursuant to a plan approved by the Village of Gurnee, Illinois and shall otherwise restore the surface of the Servient Lot.

C. Article VI, Section 12 is deleted in its entirety and the following is substituted in its stead:

Section 12: All fencing shall comply with the following standards.

a) On any Lot which abuts the adjacent municipal golf course:

i) the Owner of said Lot shall be required to construct, within one (1) year after issuance of an occupancy permit, and thereafter maintain, a three and one half foot (3'6") high split rail fence along any portion of said Lot which is contiguous to the golf course.

(ii) No other fencing shall be allowed other than split rail, picket or other type open wood fencing no higher than four and one half feet (4'6") located solely behind the rear of the house and on the rear and side yard Lot lines.

b) On all other Lots not abutting the adjacent municipal golf course, no fencing shall be allowed other than split rail, picket or other type open wood fencing no higher than six feet (6') located solely behind the rear of the house and on the rear and side yard Lot lines.

c) The design material for each fence must be submitted to the Developer (or upon resignation, the Association) for its review in accordance with the provisions of Article V.

In Developer's (or upon resignation, the Association's) discretion, exceptions may be made to the placement of such fences around swimming pools. No other fences shall be allowed except as determined on an individual basis to avoid hardship.

D. The following Section 13 is hereby added to Article VI of the Declaration:

Section 13. All signs erected incident to construction on a Lot shall comply with the following provisions:

(a) No sign shall be erected and/or placed on any Lot except by the primary contractor/builder of the residence on such lot. No other party involved in the construction process, including, without limitation, subcontractors and architects, shall be permitted to place a sign on any Lot.

(b) No such sign shall be erected until the later to occur of:

(i) The full transfer of title to the builder erecting improvements on the Lot or to the owner of the Lot who employs the builder for construction.

(ii) Approval by the Developer in the manner described in Article V, or upon its resignation, by the Association.

(c) Each such sign shall conform to the following standards.

(i) All signs must be constructed of wood.

(ii) All signs must be supported only at each of their two (2) edges by a 4 inch by 4 inch wooden post with decorative caps no higher than 50 inches from ground level.

(iii) All signs must be 24 inches high and 36 inches wide and the bottom of each sign must be no higher than 24 inches from the ground.

(iv) All signs must have a gray or white background, but may contain the builder's logo, style of printing, and colors.

(v) All signs must be placed within 10 feet of the center of the front building set back line and must be set back from the street the same distance as the Aberdare Estates lot marker. The exact placement of each sign must be approved by Developer (or upon resignation, by the Association) prior to installation.

(c) Each sign must be removed within 3 days of a transfer of title from a builder to a third party, or of the issuance of an occupancy permit in the case of property owned by a third party upon which a builder is constructing a residence.

This Amendment is executed by not less than seventy-five percent (75%) of the outstanding Owners as of the date hereof,

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and recorded pursuant to the provisions contained in Section 5(b) of Article X of the Declaration.

As amended herein, the Declaration shall remain in full force and effect. In case of any inconsistency between the provisions of the Declaration and this Amendment, the provisions of this Amendment shall govern and control.

All capitalized terms not defined herein shall have the meaning set forth in the Declaration.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee as Declarant while in the form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them not for the purpose or with the intention of binding said Trustee personally but are made and are intended for the purpose of binding only that portion of the trust properties specifically described herein and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal responsibility is assumed by nor at any time shall be asserted or enforceable against the Trustee, individually or as Trustee or any of the beneficiaries under the said trust agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such liability, if any, being expressly waived and released.

DECLARANT: FIRST MIDWEST TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 11, 1993 AND KNOWN AS TRUST NO. 5801

By: *Julia A. Wilmoth Trust Officer*

SEE TRUSTEE RIDER ATTACHED HERETO AND MADE A PART THEREOF.

ATTEST:

RIDER ATTACHED TO AND MADE A PART OF AN INSTRUMENT DATED 01/05/94 UNDER TRUST NO. 5801

This instrument is executed by FIRST MIDWEST TRUST COMPANY, National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST TRUST COMPANY, National Association, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST TRUST COMPANY, National Association, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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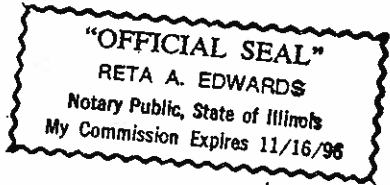
STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

STATE OF ILLINOIS,
ss:
COUNTY OF WXXX

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jill A. Wilmoth Trust Officer of FIRST MIDWEST TRUST COMPANY, National Association, and Roxanne N. Stephan the attesting Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and the attesting Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth; and the said attesting Trust Officer did also then and there acknowledge that he as custodian of the corporate seal of said Trust Company, did affix the said corporate seal of said Trust Company instrument as his own free and voluntary act, and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of February A.D. 1994⁹⁴~~93~~

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Reta A. Edwards
NOTARY PUBLIC

NOTARY PUBLIC

Prepared by and to be mailed to:

Mark C. Eiden
RICHARDS, RALPH, EIDEN,
ECKERT & O'DONNELL, CHTD.
175 East Hawthorn Parkway
Suite 401
Vernon Hills, Illinois 60061

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