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DECLARATION OF RESTRICTIONS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, ARTHUR T. McINTOSH & COMPANY, a corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, is the owner of each and every lot and parcel of real estate in Loch Lomond Unit No. 2, being a subdivision of part of Section 24, Township 44 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois, which subdivision is hereinafter for convenience sometimes referred to as the "Subdivision";

WHEREAS, the undersigned was heretofore the owner of each and every lot and parcel of real estate in Loch Lomond, being a subdivision of part of Section 24, Township 44 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois, which subdivision is hereinafter for convenience referred to as "Unit No. 1"; and the undersigned, while the owner of all such property, executed under date of April 26, 1954, a certain Declaration of Restrictions and Easements, which was recorded April 28, 1954, as Document 822721 in the office of the Recorder of Deeds of Lake County, Illinois, and is hereinafter for convenience referred to as the "Declaration of Restrictions and Easements, No. 1";

WHEREAS, the undersigned, at the time of executing and recording the Declaration of Restrictions and Easements, No. 1, was also the owner of the additional real estate therein described and referred to as the "McIntosh Acreage", which property was at that time unplatted;

WHEREAS, the real estate so described and referred to in the Declaration of Restrictions and Easements, No. 1 as the McIntosh Acreage includes the property in Loch Lomond Unit No. 3, the plat of subdivision of which was

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recorded in the office of the Recorder of Deeds of Lake County, Illinois, on June 13, 1955, as Document 868693, and also includes the property in Loch Lomond Unit No. 2, the plat of subdivision of which was recorded in the office of the Recorder of Deeds of Lake County, Illinois, on April 5, 1956, as Document 903400

WHEREAS, the plat of subdivision of Unit No. 1, recorded in the office of the Recorder of Deeds of Lake County, Illinois, on April 7, 1954, as Document 820686, includes a body of water designated therein as "Loch Lomond", which body of water constitutes only a portion of an entire private lake and channel known and described by that name (which is referred to in Declaration of Restrictions and Easements, No. 1 and in this Declaration as the "Lake"), the remainder of which Lake is situated in part in Loch Lomond Unit No. 3 and in part in Loch Lomond Unit No. 2; and,

WHEREAS, it is the intention and desire of the undersigned that Loch Lomond Unit No. 2 be developed into a protected community of homes, and in furtherance of such intention and desire it is the present purpose of the undersigned hereby to create a plan of development of such Subdivision and to fix and establish certain restrictions with respect thereto, to set forth certain rights and easements heretofore declared, granted and reserved in Declaration of Restrictions and Easements, No. 1, and to reserve certain rights and easements as herein-after set forth:

NOW THEREFORE, in consideration of the premises, the undersigned does hereby declare and make known:

1. Until January 1, 1980, each and every lot in Loch Lomond Unit No. 2 shall be subject to the following restrictions, which shall each be construed as a covenant running with the land; and at any time on or after January 1, 1980, any and all of such restrictions may be extended to continue in effect beyond

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January 1, 1980, by the owner or owners of two-thirds (2/3) in number of said lots in the Subdivision by filing in the office of the Recorder of Deeds of Lake County, Illinois, a written agreement, signed and acknowledged by such owner or owners, stating the manner and extent, and period for which, such restrictions are extended to continue in effect:

(a) No building or structure of any nature or kind whatever, including, but without limiting the generality of the foregoing, shelters, boat houses, floating docks, rafts or similar structures, shall be located nearer the lot line of any lot than the building setback lines shown on the plat of the Subdivision, except that piers may be constructed beyond such lines by the owners of lots abutting on the Lake. Before erection of any such piers, plans and specifications for the same, showing the shape, size, materials and location, shall be submitted to Arthur T. McIntosh & Company, or its successors or assigns, for written approval.

(b) No building shall be erected or maintained on any lot for manufacturing, industrial or business purposes, except that such water supply and water storage and water distribution facilities, structures and appurtenances as, in the judgment of Arthur T. McIntosh & Company or its successors or assigns, are necessary or desirable for the supply and distribution of water may be erected on any lot or lots in the Subdivision, notwithstanding any of the restrictions herein set forth.

(c) No noxious or offensive trade 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.

(d) No building shall be erected or maintained on any lot (other than those lots on which water supply and water storage and distribution facilities are erected as hereinabove provided) unless it be a dwelling house designed and equipped for occupancy as a private residence by a single family only, provided, that at the time of or after (but not before) the erection of any such dwelling house one accessory building (including servants' quarters, private garage or other building) may be erected and maintained as an appurtenance of such dwelling house. No more than one such dwelling house and no more than one such accessory building appurtenant thereto shall be maintained on any one lot at the same time.

(e) No main dwelling house shall be erected or maintained on any lot unless the square-foot area of the ground floor thereof shall be not less than one thousand (1000) square feet in the case of a one-story structure and not less than eight hundred (800) square feet in the case of a one and one-half or two-story structure.

(f) Before any building shall be occupied or used, a septic tank or other facilities for the disposal of sewage shall be erected or

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installed, and the arrangements for sewage disposal shall be such as to prevent all nuisance and all possibility of contamination and such as to be satisfactory to the State health authorities and local authorities.

(g) No advertising sign or bill board shall be erected or maintained on any lot.

(h) No stables or other quarters shall be erected, maintained or used on any tract for stabling or accommodating any horses, cattle, swine, goats, sheep, bees or fowl.

(i) No obstruction or diversion of any drainage ditch, channel or lake shall be suffered or permitted; no sewage or drainage of any kind or character whatsoever shall be permitted to enter said Lake other than surface water in its natural flowage; and no rubbish, waste, grass cuttings or any foreign matter whatsoever shall be thrown into or deposited in said Lake.

(j) No tank for the storage of fuel oil for heating or other purposes shall be exposed to public view, but any such tank shall be placed and maintained underground or within or under any building which may be erected on the lot in conformity with these restrictions.

(k) Notwithstanding that it may comply with the foregoing restrictions, no such dwelling or accessory building or septic tank or other facilities for the disposal of sewage shall be erected, and no alteration costing more than Nine Hundred Dollars (\$900) shall be made to any such dwelling house or accessory building or septic tank or other facilities for the disposal of sewage, until and unless the plans and specifications for the same have been drawn by a licensed architect, showing the nature, shape, size, architectural design, materials, location and approximate cost, and (1) shall have been first submitted to, and approved in writing by, Arthur T. McIntosh & Company, 105 West Madison Street, Chicago, Illinois, or its successors or assigns, or (2) if not approved in writing by Arthur T. McIntosh & Company, or its successors or assigns, within thirty (30) days after the submission to it of such plans and specifications, shall have been submitted to a committee of three architects, the first of whom shall have been appointed by the owner of the lot, the second of whom shall have been appointed by Arthur T. McIntosh & Company, or its successors or assigns, and the third of whom shall have been appointed by the two architects first so appointed, and shall have been approved in writing by two-thirds (2/3) of such committee of architects.

2. Because Loch Lomond Unit No. 2 forms a part of the real estate described and referred to in the Declaration of Restrictions and Easements, No. 1 by the term "McIntosh Acreage", each and every lot in Loch Lomond Unit No. 2 is entitled to the benefit of, and that portion of the Lake which is contained in such Subdivision is subject to, the following rights and easements

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which were expressly granted, declared and consented to by the undersigned
in the Declaration of Restrictions and Easements, No. 1, viz:

"(a) A perpetual easement in, upon, over and across the Lake in favor of the owners from time to time of any and all lots in the Subdivision and the owners from time to time of the McIntosh Acreage, or of any lot or tract into which the McIntosh Acreage, or any part thereof, shall be subdivided or resubdivided by the undersigned, or its successors or assigns, for the purpose of skating, bathing, fishing and boating (other than in motor boats) but not including the purpose of hunting; provided,

(i) that the use of said Lake for such purposes shall at all times be subject to reasonable regulations by the owner or owners from time to time of said Lake;

(ii) that neither the grant of such easements as herein provided, nor the use of said Lake by the grantees of such easements, nor anything in this instrument or in any recorded plat of subdivision contained, shall be deemed or construed to impose upon the undersigned, or its successors or assigns, or the owner or owners from time to time of said Lake, any duty to maintain said Lake in its present, or any other, size, depth or condition;

(iii) that the easements herein granted are hereby limited to the waters of said Lake lying within the boundary lines thereof shown on the plat of the Subdivision, or to be shown on any plat or plats of the McIntosh Acreage hereafter filed by the undersigned, or its successors or assigns;

(iv) that in the event of a lowering of the water level of said Lake and a resultant formation of beaches or additional land adjoining the lots or tracts abutting on said Lake, said easements shall attach thereto solely in favor of the owner of each such abutting lot or tract, and the owners of lots or tracts not abutting on said Lake shall have no easement rights hereunder, in, upon, over, or across any such beach or additional land;

(v) that the easements herein granted shall not prohibit the erection or maintenance of piers by the owners or lawful occupants of the lots or tracts abutting on the Lake under the restrictions and conditions hereinabove specified; and

(vi) that the channel portion of the Lake which abuts on Lomond Drive, all as shown on the plat of the Subdivision, shall never be used by the owners or lawful occupants of any lots or tracts not abutting on said channel as a means of access to and ingress and egress to and from the Lake for the enjoyment of the easements herein granted.

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"(b) A perpetual easement in, upon, over and across the real estate known and hereinafter referred to as "Lomond Park", a private park designated by that name on the plat of the Subdivision, in favor of the owners from time to time of any and all lots in the Subdivision and the owners from time to time of the McIntosh Acreage, or of any lot or tract into which the McIntosh Acreage, or any part thereof, shall be subdivided or resubdivided by the undersigned, or its successors or assigns, for use as a park, and as a means of access to and ingress and egress to and from the Lake for the enjoyment of the easements granted under subparagraph (a) above; provided,

(i) that the use of said Park for such purposes shall at all times be subject to reasonable regulation by the owner or owners from time to time of said Park;

(ii) that neither the grant or such easements as herein provided, nor the use of said Park by the grantees of such easements, nor anything in this instrument or in any recorded plat of subdivision contained, shall be deemed or construed to impose upon the undersigned, or its successors or assigns, or the owner or owners from time to time of said Park, any duty to maintain said Park in its present or any other condition; and

(iii) that neither the easements herein granted nor the easements granted under subparagraph (a) above shall prohibit the erection or maintenance by the undersigned, or its successors or assigns, or by the owner or owners from time to time of said Park, of shelters, piers, floating docks, rafts or similar structures in or upon said Park, or in or upon the waters of the Lake bordering upon said Park."

It is further provided in the Declaration of Restrictions and Easements, No. 1,

(a) That such easements shall be deemed to be and shall be construed as easements appurtenant and appendant to the lots and parcels of real estate therein referred to and not easements in gross, and that said easements shall be available, as therein provided, not only to the legal owners from time to time of said lots and parcels of real estate but also to the lawful occupants from time to time of said premises; and,

(b) That the undersigned, or its successors or assigns, shall have the right at any time to convey the Lake or the said Lomond Park in Unit No. 1, or any part or parts thereof, to any association or group of property owners organized for the purpose of acquiring and holding title to the Lake or said Park, and that any such conveyance shall be made subject to the easements and rights declared, granted and reserved in such Declaration.

3. A perpetual and exclusive right and easement in, upon, along and under all streets or public ways shown on the plat of subdivision of Loch Lomond

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Unit No. 2 is hereby reserved by the undersigned from time to time, (a) to install, renew, repair, operate and maintain water mains, connections, valves, meters and appurtenances; (b) to convey or grant to others the right to install, renew, repair, operate and maintain water mains, connections, valves, meters and appurtenances; and (c) to convey or grant to the owners or occupants of property abutting on any such street or public way the right to install, renew, repair, operate and maintain water service pipes, connections, valves, meters and appurtenances, and to connect such water service pipes with the water mains installed by or under the authority of the undersigned, or its successors or assigns. All such water mains, service pipes, connections, valves, meters and appurtenances shall in each case remain the property of the person, firm or corporation installing the same, or of his or its heirs, executors, administrators, successors or assigns.

4. The undersigned grants, declares and consents to a perpetual easement in, upon, over and across the real estate known and hereinafter referred to as "Lomond Park No. 2", a private park designated by that name on the plat of the Subdivision of Loch Lomond Unit No. 2 (Lots 14 and 15 in Block 5), in favor of the owners from time to time of any and all lots in Loch Lomond Unit No. 1, Loch Lomond Unit No. 2 and Loch Lomond Unit No. 3, for use as a park, and as a means of access to and ingress and egress to and from the Lake for the enjoyment of the easements granted under subparagraph (a) quoted in paragraph 2 above; provided, (i) that the use of said Park for such purposes shall at all times be subject to reasonable regulation by the owner or owners from time to time of said Park; (ii) that neither the grant of such easements as herein provided, nor the use of said Park by the grantees of such easements, nor anything in this instrument or in any recorded plat of subdivision contained, shall be deemed or construed to impose upon the undersigned, or its successors or assigns, or the owner or owners from time to time of said Park, any duty to

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maintain said Park in its present or any other condition; and (iii) that neither the easements herein granted nor the easements granted under said subparagraph (a) above shall prohibit the erection or maintenance by the undersigned, or its successors or assigns, or by the owner or owners from time to time of said Park, of shelters, piers, floating docks, rafts or similar structures in or upon said Park, or in or upon the waters of the Lake bordering upon said Park.

5. The easements hereinabove in paragraph 4 granted and declared shall be deemed to be and shall be construed as easements appurtenant and appendant to the lots in said subdivisions hereinabove referred to and not easements in gross, and said easements shall be available, as hereinabove provided, not only to the legal owners from time to time of said lots but also to the lawful occupants from time to time of said premises.

6. At any time hereafter the undersigned, or its successors or assigns, shall have the right to convey Lomond Park No. 2, or any part or parts thereof, to any association or group of property owners organized for the purpose of acquiring and holding title to said Park. Any such conveyance shall be made subject to the easements and rights declared, granted and reserved in this instrument.

IN WITNESS WHEREOF, the undersigned has caused its name to be affixed to these presents by its Vice President and its corporate seal to be hereto affixed and attested by its Asst. Secretary, this 5th day of April, 1956.

1956.

Attest:

ARTHUR T. MCINTOSH & COMPANY

By Arthur T. McIntosh Vice President

Asst. Secretary

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WAV THOMPSON, personally known to me to be the VICE President of ARTHUR T. MCINTOSH & COMPANY, a corporation, and ELINDA A REHR, personally known to me to be the ASST. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VICE President and ASST. Secretary they signed and delivered the said instrument as VICE President and ASST. Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of April

A. D. 1956

Thomas C. [Signature]
Notary Public

State of Illinois, ss. No. 5483401
Lake County, ss. No. 1432
Filed for Record at 1:00 o'clock
P.M. APR 5 - 1956 and
recorded in Book 1432 of
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Justif. [Signature]
Notary Public