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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, 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 the "Subdivision"; and

WHEREAS, the undersigned is also the owner of certain additional real estate, being the real estate hereinafter described and hereinafter for convenience sometimes referred to as the "McIntosh Acreage"; and

WHEREAS, the plat of the Subdivision, 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 thereon 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 hereinafter referred to as the "Lake"), the remainder of which Lake is situated upon the McIntosh Acreage and is yet unplatted, and the exact location and limits of which are to be as fixed in any plat or plats of the McIntosh Acreage hereafter filed by the undersigned, or its successors or assigns; and

WHEREAS, it is the intention and desire of the undersigned that the Subdivision 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 the Subdivision and to fix and establish certain restrictions with respect thereto and also to declare, grant and reserve certain easements as hereinafter set forth:

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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 the Subdivision, except as hereinafter provided, 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 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 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 Lot 6 in Block 9 and Lots 10, 11 and 12 in Block 16 may be used for business purposes, and 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 Lot 6 in Block 9 and Lots 10, 11 and 12 in Block 16, and 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,

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provided that at the time of or after (but not before) the erection of any such dwelling house, one accessory building (including servant's quarters, private garage or other out-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 nine hundred (900) 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 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 billboard shall be erected or maintained on any lot (other than Lot 6 in Block 9 and Lots 10, 11 and 12 in Block 16)

(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 fowls.

(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) Notwithstanding that it may comply with the foregoing restrictions, no such dwelling or accessory building or any building, sign or billboard to be erected on Lot 6 in Block 9 and Lots 10, 11 and 12 in Block 16, 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 such other building or structure 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 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, (2) 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

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in writing by two of such committee of architects.

2. The undersigned grants, declares and consents to the following rights and easements, 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 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 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.

3. The easements hereinabove granted and declared shall be deemed to be and shall be construed as easements appurtenant and appendant to the lots and parcels of real estate 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 and parcels of real estate but also to the lawful occupants from time to time of said premises.

4. A perpetual and exclusive right and easement in, upon, along and under all streets or public ways shown on the plat of the Subdivision 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;

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(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 same or his or its heirs, executors, administrators, successors or assigns.

5. At any time hereafter, the undersigned, or its successors or assigns, shall have the right to convey the Lake or Lomond Park, 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. Any such conveyance shall be made subject to the easements and rights declared, granted and reserved in this instrument.

6. The real estate owned by the undersigned and herein referred to as the "McIntosh Acreage" is composed of the following described lots and parcels of real estate located in Lake County, Illinois, except the part or parts thereof which are included in the Subdivision, as hereinabove set forth:

PARCEL 1: The South East quarter of the South East quarter of Section 13, Township 44 North, Range 10, East of the 3rd P. M., (except that part thereof lying Easterly of the Westerly line of right of way of Minneapolis, St. Paul and Saulte St. Marie Railway Company, formerly Chicago and Wisconsin Railroad Company).

PARCEL 2: The North East quarter of the North East quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., (except the right of way of the Minneapolis, St. Paul and Saulte St. Marie Railway Company, formerly Chicago and Wisconsin Railroad Company and also except the South 50 feet of that part of said quarter quarter section lying within two lines running parallel with and respectively 43-1/2 feet distant Westerly and 93-1/2 feet distant Westerly from the center line of the main track of said Railway Company conveyed by Deed dated December 19, 1914

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and recorded January 14, 1915 as Document 157142).

PARCEL 3: The West half of the North East quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., (except the North 20 rods thereof).

PARCEL 4: The East half of the North West quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., (except the North 20 rods thereof).

PARCEL 5: That part of the West half of the South East quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., lying North of the center of the public highway known as State Route No. 176.

PARCEL 6: That part of the East half of the South West quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., lying North of the center of the public highway known as State Route No. 176.

PARCEL 7: The North 20 rods of the North East quarter of the North West quarter and of the North West quarter of the North East quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., except that part described as follows: That part of the North 20 rods of the North West quarter of the North East quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., described aforesaid: Beginning at the North West corner of the North East quarter of Section 24 and running East 410 feet; thence South 330 feet; thence West 410 feet; thence North 330 feet to the place of beginning.

PARCEL 8: That part of the East half of the East half of Section 24, Township 44 North, Range 10, East of the 3rd P. M., described as follows: Commencing at the North Westerly corner of Lot 13 in J. E. Holcomb's Addition to the Town of Holcomb (now Mundelein), a Subdivision of part of Section 24, Township 44 North, Range 10, East of the 3rd P. M., according to the plat thereof, recorded August 14, 1894, as Document 59482, in Book "D" of Plats, page 7; thence North 78 degrees West 27.0 feet, more or less, to the West line of said East half of the East half of Section 24; thence North along said West line of the East half of the East half of Section 24, 715.60 feet to the place of beginning and the North West corner of premises intended to be described herein; thence South 78 degrees East 215.0 feet; thence South Westerly 243.78 feet, more or less, along a straight line to a point on said West line of the East half of the East half of Section 24, 168.0 feet South of the place of beginning; and thence North along said West line of the East half of the East half of Section 24, 168.0 feet to the place of beginning.

PARCEL 9: Lot 94 in Seminary View Subdivision of part of the North East quarter of the South East quarter and of the South East quarter of the North East quarter of Section 24, Township 44 North, Range 10, East of the 3rd P. M., according to the plat thereof, recorded September 27, 1946, as Document 286952, in Book "Q" of Plats, pages 50 and 51.

PARCEL 10: All that part of Lot "A" lying North of a line projected East to State Route 45 from the North line of Lot 97 in aforementioned Seminary View Subdivision and Lots 1, 2 and 3, all in the Resubdivision of Seminary View Subdivision of part of the East half of Section 24,

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Township 44 North, Range 10, East of the 3rd P. M., excepting therefrom the following: (a) The Northerly 175.00 feet of Lot 1 measured radially Southerly from the principal Northerly curved line of said Lot 1 to the curving Southerly line of the herein described Parcel, which Southerly line shall be concentric with said principal Northerly line of said Lot 1 in the Resubdivision of part of Seminary View Subdivision of part of the East half of Section 24, Township 44 North, Range 10, East of the 3rd P. M. (b) The North Westerly 175.00 feet of Lot 2 measured radially Southerly from two principal North Westerly curved lines of limits of said Lot 2 to the curving South Easterly limits of the herein described Parcel, which South Easterly limits shall be concentric with the two principal North Westerly lines or limits of said Lot 2 in the Resubdivision of part of Seminary View Subdivision aforesaid. (c) The Northerly 175.00 feet of Lot 3 measured radially Southerly from the Northerly curved line of said Lot 3 to the curving Southerly line of the herein described Parcel, which Southerly line shall be concentric with said Northerly line of said Lot 3 in the Resubdivision of part of Seminary View Subdivision. (d) That part of Parcel 2 falling in that part of Lot 3 lying South of the South line of Laramie Street produced West to the West line of said subdivision.

PARCEL 11: The Northerly 175.00 feet of Lot 1, measured radially Southerly from the principal Northerly curved line of said Lot 1 to the curving Southerly line of the herein described parcel which Southerly line shall be concentric with said principal Northerly line of said Lot 1, in the Resubdivision of part of Seminary View Subdivision of part of the East half of Section 24, Township 44 North, Range 10, East of the 3rd P. M., according to the plat thereof, recorded August 21, 1939 as Document 466671, in Book "Z" of Plats, page 54.

PARCEL 12: The North Westerly 175.00 feet of Lot 2, measured radially Southerly from the 2 principal North Westerly curved lines of limits of said Lot 2 to the curving South Easterly limits of the herein described parcel which South Easterly limits shall be concentric with the two principal North Westerly lines or limits of said Lot 2 in the Resubdivision of part of Seminary View Subdivision aforesaid.

PARCEL 13: The Northerly 175.00 feet of Lot 3, measured radially Southerly from the Northerly curved line of said Lot 3 to the curving Southerly line of the herein described parcel which Southerly line shall be concentric with said Northerly line of Lot 3, in the Resubdivision of part of Seminary View Subdivision aforesaid.

PARCEL 14: That part of the East half of Section 24, Township 44 North, Range 10, East of the 3rd P. M., described as follows: Commencing at a point 58.2 feet North of the South West corner of the South East quarter of the North East quarter of said Section; thence South 78 degrees 11 minutes East 483.15 feet, more or less, to the West line of Lot 3 of Resubdivision of Seminary View Subdivision, as shown by Plat thereof, recorded August 21, 1939 as Document 466671, Book "Z" of Plats, page 54; thence North on the Westerly line of said Lot 3 and North Easterly along the Northerly line of said Lot 3 in said resubdivision to the intersection of said Northerly line of said Lot 3 with the Westerly line of Granville Avenue in said resubdivision; thence Northerly along the Westerly line of Granville Avenue in said resubdivision to its intersection with the Northerly line of Edgemont Street in

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said resubdivision; thence Northerly and Easterly along the Northerly line of Edgemont Street in said resubdivision to the intersection of said Northerly line of Edgemont Street with the Westerly right of way line of State Highway, now numbered 45; thence Northerly along the Westerly line of said State Highway to the intersection of said Westerly line of State Highway with the Westerly right of way line of Minneapolis, St. Paul and Saulte Ste. Marie Railroad, said point being 183.1 feet South of the North line, and 1241.95 feet East of the West line of said quarter quarter section; thence North 183.1 feet to a point in the North line of said quarter quarter section 93.5 feet West of the North East corner of said quarter quarter section; thence West on the North line of said quarter quarter section to the North West corner of said quarter quarter section; and thence South on the West line of said quarter quarter section, to the place of beginning.

IN WITNESS WHEREOF, the undersigned has caused its name to be signed to these presents by its Vice- President, and its corporate seal to be hereto affixed, and attested by its Ass't. Secretary, this 26th day of April, A. D. 1954.

ARTHUR T. MCINTOSH & COMPANY

By Way Thompson Vice-President

Attest:

Elinda A. Behr
Ass't. Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

FILED FOR RECORD APR 26 AD
1954 at 1:00 P.M. and
duly recorded in Book 1243
of RECORDS Page 92

Ernest H. Fredrick
RECORDS

I, Frank E. Grobner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Way Thompson, personally known to me to be the Vice President of ARTHUR T. MCINTOSH & COMPANY, a corporation, and Elinda A. Behr, personally known to me to be the Ass't. 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 Ass't. Secretary, they signed and delivered the said instrument as Vice- President and Ass't. 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 27th day of April, A. D. 1954.

Frank E. Grobner
Notary Public