

This Indenture, Made this 11th day of JUNE A. D. 19 62

between **ROBERT BARTLETT, of Chicago, Illinois, as Trustee under the provisions of a Trust Agreement dated December 15th, 1925, and known as the Robert Bartlett Realty Co. (Not Incorporated), Trust Agreement, party of the first**

part, and

party of the second part,

Witnesseth. That said party of the first part in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration the receipt whereof is hereby acknowledged, does hereby grant, sell and convey unto said party of the

second part, as joint tenants and not as tenants in common

the following described real estate, situated in the County of Lake, State of Illinois, to-wit:

LOT

in **ROBERT BARTLETT'S ARBOR VISTA**, being a Subdivision of part of the South West Quarter of Section 31, Township 45 North, Range 11, East of the Third Principal Meridian, according to the plat thereof, recorded May 13, 1958, as Document 989804; in Book 34 of Plats, page 64, in Lake County, Illinois.

SUBJECT to all general taxes levied for the year 1961 and thereafter; to all special assessments now or hereafter levied, and all installments of special assessments, if any falling due after August 1, 1961 for improvements whether or not the same have been heretofore completed; to all recorded restrictions, easements, conditions and building lines, to all zoning and building laws, ordinances and regulations, if any, enacted or enforced by any governmental agency or authority and to easement for street purposes, public utilities and drainage.

SUBJECT to such of the following covenants as refer to the real estate herein described which shall run with the land and shall be in force and effect and shall be binding on all parties and all persons claiming under them until January 1, 1980, at which time said covenants shall automatically extend for successive periods of ten years, unless by a vote of the majority of the then owners of the lots in said subdivision it is agreed to change the said covenants in whole or in part.

All lots shall be residential lots, subject to zoning and building laws, ordinances and regulations.

No building shall be erected or placed on said premises prior to January 1, 1965 until the plans and specifications of said building shall have been submitted to and approved by the grantor herein or his successors.

Said real estate may be used for single family residential purposes only and no structure shall be erected, altered, placed or permitted thereon other than a detached single family dwelling not to exceed 2½ stories in height, 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/or breezeway, including roof, shall be of the same material and general design as that of the principal building, said garage and/or breezeway and garage must be constructed simultaneous with the construction of the dwelling; be constructed of new material and if frame shall immediately be painted with two coats of paint.

No more than one dwelling shall be erected or placed on any one lot in said subdivision except lots 56 and 57. Until the dwelling shall have been erected or placed on any lot in said subdivision no other building or structure whatsoever shall be erected or placed thereon other than a tool house and such tool house may be used for the storage of tools only while the dwelling is in the continuous process of erection. Upon the completion of any dwelling the tool house shall be removed immediately from the real estate.

No dwelling shall be placed or erected upon such real estate unless (a) it be designed for single family use, (b) it be of brick, stone, concrete, stucco, frame or steel construction, (c) it have a ground floor area, exclusive of one-story open porches and garages, of not less than 1650 square feet in the case of a one-story structure and of not less than 1300 square feet in the case of a 1½, 2 or 2½ story structure, (d) the exterior thereof be completed in its entirety within 180 days from the date of commencement of erection or placement on the real estate, and (e) a driveway and culvert permit is first obtained from the proper authorities and a driveway constructed (to include such culverts as are necessary for proper drainage) measuring at least 8 feet in width and run from the street paving to the lot building line and be constructed of either gravel, stone, cinders, rock, cement or asphalt in sufficient amounts to prevent the wheels of vehicles from carrying the soil of the real estate on to the dedicated roads.

If such dwelling be of frame construction, outside walls must be of new finished siding and two coats of paint or stain must be applied thereto immediately upon completion. No roll type tar paper roof or siding shall be permitted on any structure in the subdivision, nor shall any imitation brick or imitation stone siding be permitted on any structure. Chimneys shall be of brick, stone, or concrete construction, to include prefabricated chimneys of Van Packer type. Foundations for all dwellings must be of brick, stone or concrete. Fences, if of wood or frame, unless they be of rustic type, must be painted immediately upon erection.

Said real estate shall not be used nor shall any building thereon be used for commercial purposes, nor as a wrecking yard, nor for storage, temporarily or permanently, commercially or otherwise, of junk, debris or abandoned personal property.

The use of said real estate shall be permitted only in structures conforming with the above conditions and restrictions and no trailer, basement, tent, railroad car, shack, garage, barn or out-building shall be erected or placed on said real estate or be used at any time as a residence or place of business temporarily or permanently.

Notwithstanding the provision and condition hereinabove set forth that no more than one dwelling shall be erected or placed on any one lot in said subdivision, the grantor reserves unto himself the right to sell and convey a portion of a lot and if the grantor so sells and conveys a portion of a lot, a dwelling house may be erected or placed on such portion of a lot, but such portion of a lot shall otherwise be subject to all the conditions and provisions otherwise governing such lot as herein provided.

No noxious or offensive trade shall be carried on upon any lot in said subdivision, nor shall anything be done thereon which may be or become a nuisance or annoyance in the neighborhood.

No mink, chinchilla, fox, skunks, cattle, horses, hogs, poultry or goats shall be kept or maintained on said premises, nor shall the growing of mushrooms be permitted.

No signs of any character shall be placed upon or in any residential lot or lots in the subdivision without the written consent of the grantor herein or his successors, nor shall any signs be placed on or attached to any part of the exterior of any structure in the subdivision, without the written consent of the grantor herein or his successors, the intention being that no signs of any character shall be visible to the general public, except that a sign not to exceed two feet by four feet (2' x 4') in size, with the lettering thereon limited to 'For Sale' or 'For Lease,' shall be permitted, ~~and no sign shall be placed on or in any residential lot or lots in the subdivision without the written consent of the grantor herein or his successors, nor shall any signs be placed on or attached to any part of the exterior of any structure in the subdivision, without the written consent of the grantor herein or his successors, the intention being that no signs of any character shall be visible to the general public, except that a sign not to exceed two feet by four feet (2' x 4') in size, with the lettering thereon limited to 'For Sale' or 'For Lease,' shall be permitted.~~

No truck or other commercial vehicle shall be permitted upon any lot except when said truck or commercial vehicle is actually delivering, 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 the private garage, the intentions being to prevent unnecessary excessive and continuous open parking of trucks or commercial vehicles upon said lots.

All lots having tile or drainage ditches are subject to the rights of the adjacent owners and the public to have maintained the uninterrupted flow of water through said tile or drainage ditches.

Rights of the public and the adjoining owners to the free and unobstructed flow of any stream.

The partial dam, a portion of which is located on lots 139 and 140 is for the mutual benefit of the owners of said lots 139 and 140, said dam cannot be destroyed, removed, improved or replaced by either owner of said lots 139 and 140 without the consent of the other owner. It being the intent of the grantor that the use and enjoyment of said dam be as mutually agreed upon by said owners with the cost of improvement, and/or maintenance thereof to be paid by the owners of said lots and on a basis as mutually agreed upon by said owners.

The stone bridge, a portion of which is located on lots 138, 139 and 140 is for the mutual benefit of the owners of said lots 138, 139 and 140, said bridge cannot be destroyed, removed, improved or replaced by any owner of said lots 138, 139 and 140 without the consent of the other owners. It being the intent of the grantor that the use and enjoyment of said bridge be as mutually agreed upon by said owners with the cost of any maintenance and/or improvement thereof to be paid by the owners of said lots and on a basis as mutually agreed upon by said owners.

The dam, a portion of which is located on lots 127, 128, 137 and 138 is for the mutual benefit of the owners of lots 127, 128, 137, 138 and 140, said dam cannot be destroyed, removed, improved or replaced by any owner or owners of said lots 127, 128, 137, 138 and 140 without the consent of all of said owners. It being the intent of the grantor that the use and enjoyment of said dam be as mutually agreed upon by said owners, with the cost of maintenance and/or improvement thereof to be paid by the owners of said lots and on a basis as mutually agreed upon by said owners.

Before the real estate shall be occupied, a water well and a septic tank of brick, tile or concrete or other satisfactory method of disposing of sewage shall be completely installed by the grantee(s) or the grantee(s) successors in interest without expense to the grantor, 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 grantor and to the public authorities.

Water wells shall be located and constructed in accordance with the standards set forth by the State Department of Public Health and Public Authorities, the location being such that the wells will be reasonably protected from pollution by seepage from waste disposal systems on the same or adjacent lots.

Waste Disposal systems shall be located and constructed in accordance with the standards set forth by the State Department of Public Health and Public Authorities, the location being such that these systems be at a reasonably safe distance from water wells on the same or adjacent lots, so as to protect such wells from pollution.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Development or Sub-division to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

To Have and To Hold the same unto said party of the second part, and to the proper use, benefit, and behoof of said party of the second part.

This deed is executed pursuant to, and in the exercise of every power and authority hereunto enabling, given to said trustee under the terms of any deed of conveyance or otherwise vested in him.

In Witness Whereof, said party of the first part has hereunto set his hand and seal the day and year first above written.

Robert Bartlett (SEAL)
ROBERT BARTLETT,
As Trustee as aforesaid.

State of Illinois, } ss
COUNTY OF COOK

J. *Rose B. Seimetz*

A Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that ROBERT BARTLETT, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of JUNE A. D. 19 62

Rose B. Seimetz
Notary Public.



State of Illinois }
Lake County } ss. No. 1151511
Filed for record in Recorder's Office

JUN 12 1962 - 9 30 AM

recorded in Book 3543
of Page 457

Frank J. ...
RECORDER OF DEEDS

DEED

ROBERT BARTLETT

As Trustee
TO

LOT

ARBOR VISTA

This Deed Should Be Recorded
with the

Recorder of Deeds of Lake County

at

WAUKEGAN, ILLINOIS