

21 724 899

File No. A-12296

60-77-338
(2-19)

This Indenture Witnesseth, that the Grantor, 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, for the consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations in hand paid and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS unto JOHN S. SAPIENTE and BARBARA M. SAPIENTE, his wife, not as tenants in common, but as Joint Tenants with right of survivorship

of the 281 Edgewater Dr. of Bloomingdale, County of DuPage, State of Illinois, the following described Real Estate, to wit:

Lot Forty-one (41)

In Arthur T. McIntosh & Company's GOLF MEADOWS, a subdivision of part of Section Sixteen (16), Township Forty-two (42) North, Range Ten (10), East of the Third Principal Meridian, according to the Plat thereof recorded November 20, 1969, as Document No. 21018639, in Cook County, Illinois.

This deed is made, executed and delivered subject to the following:

All recorded restrictions, easements, conditions, covenants and building lines; All zoning and building laws, ordinances and regulations;

Acts done or suffered by, and judgments against, Grantee, or Grantee's predecessors in interest, other than the Grantor and its predecessors in interest;

A. That until January 1, 1974, each and every lot in Arthur T. McIntosh & Company's GOLF MEADOWS, as shown on the plat recorded in the office of the Recorder of Deeds of Cook County, Illinois, on the 20th day of November, 1969, as Document No. 21018639, shall be subject to the following restrictions, which shall each be construed as a covenant running with the land; and for and during an additional period of twenty-five (25) years from and after such first-mentioned date, each such lot shall continue to be subject to such restrictions until and unless the owner, or owners of two-thirds (2/3) in number of the lots in Arthur T. McIntosh & Company's GOLF MEADOWS, shall file in the office of the Recorder of Deeds of Cook County, Illinois, a written statement signed and acknowledged by such owner or owners stating that such restrictions, or certain thereof, shall become ineffective prior to the end of such additional period, in which event such restrictions, or those specified in such written statement, shall become ineffective on the date stated in such written statement.

1. No building shall be erected or maintained on any lot for manufacturing, industrial or business purposes; and 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.

2. No building shall be erected or maintained on any lot 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, accessory buildings (including servants' quarters, private garages and other out-buildings) may be erected and maintained as appurtenances of such dwelling house. No more than one such dwelling house and the accessory buildings appurtenant thereto shall be maintained on any one lot at the same time.

3. 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.

4. No advertising sign or billboard, and no visible oil or gas tank, or fuel or other purposes, shall be erected or maintained on any lot.

5. No stables, or other quarters shall be erected, maintained or used on any lot for stabling or accommodating any horses, cattle, sheep, goats, sheep, bees or fowl.

6. Notwithstanding that it may comply with the foregoing restrictions, no such dwelling house or accessory building, or septic tank or other facilities for the disposal of sewage, or fence, shall be erected, and no alteration costing more than One Thousand Dollars (\$1,000.00) shall be made to any such dwelling house or accessory building or septic tank or other facilities for the disposal of sewage, or fence, 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, proposed landscaping thereof, 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 in writing by two of such committee of architects.

B. Arthur T. McIntosh & Company shall have the right, as long as it considers it beneficial to the property in the subdivision, to maintain a strip of trees and shrubbery on that part of the property in the subdivision lying south and west of the Chicago and Northwestern Railroad right-of-way and located on the rear of Lots 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17 and 18. Said planting strip is to serve as a protective screen, and for that purpose Arthur T. McIntosh & Company shall have the right (but not the duty) to prune, spray and remove such trees and shrubbery, to replace the existing trees and shrubbery with other trees and shrubbery, and to enter upon said planting strip for such purposes.

C. An easement in, over and upon each and every lot in Arthur T. McIntosh & Company's Golf Meadows, for the placing and maintaining therein, thereon and thereover, electric light, power, telephone, gas, poles, wires, conduits, and other facilities suitable for public or community service.

D. Restrictions, easements and conditions as shown on the plat of Arthur T. McIntosh & Company, recorded in the office of the Recorder of Deeds of Cook County, Illinois, on November 20, 1969, as Document No. 21018639.

Special taxes or assessments levied or assessed on or after April 11, 1970, and all consequences of and acts and deeds resulting from any failure to pay same when due.

General taxes for the year 1970 and thereafter, and all consequences of and acts and deeds resulting from any failure to pay same when due.

General Taxes for the year 19 and thereafter.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its Exec. Vice President, and attested by its Secretary, this 22nd day of October, A. D. 1971.

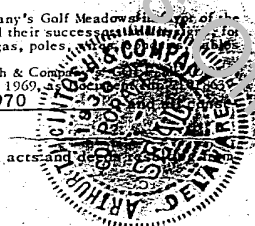
HD-\$14.50 Rev St

ARTHUR T. McINTOSH & COMPANY

By: *Eileen M. McIntosh* Exec. Vice President

Attest: *James A. Mcintosh* Secretary

BOX 533



21 724 899

UNOFFICIAL COPY

<p>This deed should be recorded in the Recorder's Office of Cook County, Illinois.</p> <p><i>McIntosh</i></p> <p>ARTHUR T. MCINTOSH & COMPANY 105 S. ROSELLE STREET CHICAGO, ILLINOIS PHONE BR 2-2800</p>	<p>WARRANTY DEED</p> <p>ARTHUR T. MCINTOSH & COMPANY TO JOHN S. SAPIENTE SR IV</p>
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COOK COUNTY, ILLINOIS
FILED FOR RECORD

Nov 26 '71 2 29 PM

William R. Olson
RECORDER OF DEEDS

21724899

JON F. FLORIA
105 S. ROSELLE ROAD
SCAUMBURG, ILL. 60172

STATE OF ILLINOIS }
Lake } ss.
County of Cook }

COOK COUNTY ILLINOIS
NOV 26 1971

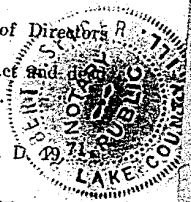
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
NOV-571 DEPT. OF REVENUE
14.50

I, *Robert P. Saper*, a Notary Public

in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
 Gilbert B. McIntosh, II _____ personally known to me to be the Exec. Vice
 President of ARTHUR T. MCINTOSH & COMPANY, a corporation, and Gilbert B. McIntosh III
 _____ personally known to me to be the _____ 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 _____ Secretary, they signed and delivered the said instrument as
 Exec. Vice President and _____ 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 22nd day of October A. D. 1971

Robert P. Saper
Notary Public



END OF RECORDED DOCUMENT