## **UNOFFICIAL COPY**

William W. Cheese all ulcience 22 918 773 NOV 26 13-51-51-51 Nov 27 74 10 43 AM \*22918773 , 1974 , between CHICAGO THIS INDENTURE, made this 25th day of OCTOBER, 1974, between CHICAGO TITLE AND TRUST COMPANY, and portation of Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 1st day of JULY, 1968 and known as Trust Number 52300, party of the first part, and HEINZ BAUER OF: 619 S. Addison Road, Addison, Illinois 123306 day of party of the second part. WITNESSETH, That said party of the first part, in consideration of the sum of DOLLARS. and other good and valuable considerations in hand paid, across hereby grant, sell and convey unto said party of the second part, the following described real estate, ituated in COOK County, Illinois, to-wit: Lot 34 in Block 7 in Centex-Schaumburg Industrial Park Unit 115, being a Subdivision in the North Half of Section 33, Township 4. N.L.h, Range 10, East of the Third Principal Meridian, in Cook County, Ill. no's THIS INSTRUMENT WAS PREPARED BY: GLENN E. SKINNER JR. 111 W. Washington Street 000K Chicago, Illinois 60602 together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part, and
the second part. Attached hereto as Rider and made a part hereof CHICAGO TITLE AND TRUST COMPANY As Trustee as aforesaid, STATE OF ILLINOIS, SS. October 25, 1974

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RECORDER'S OFFICE BOX NUMBER

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## EXHIBIT "A"

This conveyance is made and accepted upon each of the following stipulations, restrictions and conditions which are hereby made or menants running with the land, and which shall apply to and be sinding upon the purchaser, its successors or assigns.

- 1. That no building shall at any time be erected on the said premises within twenty-five (25) feet of any street right-of-way adjoining the same, within ten (10) feet from all side boundary lines, or within fif een (15) feet from the rear boundry line of the premises.
- 2. No loading dock shall be elected on the said premises fronting on any street, unless the front of such loading platform shall be set back at least sixty (60, 100 from the property line abutting the street on which said loading nock fronts.
- 3. The grantee agrees to provide on the gremises off-street automobile hard surface parking areas of blacktop, sphart or other recognized hard surfaces, based on a minimum rate of one 300 square foot space for each two (2) employees employed on the premises by the original occupants thereof, and to treat the site slopes of any drainage ditch on the property with either sod, asphal, pavement or riprap.
- 4. All buildings crected on the property shall be of masonry construction or its equivalent or better. Front walls facing on streets of such buildings must be finished with face brick, stone, modern metal paneling, glass or their equivalent. Other walls shall be faced with common brick or its equivalent.
- 5. Grantee agrees that the area between the setback lines and the curb lines shall be used for either open landscaped and green areas or for service access to the building, or to a parking lot. Landscaped acres shall be done attractively with lawns, trees, shrubs and similar treatment and shall be properly maintained in a sightly and well-kept condition.

- 6. Water towers, water tanks, stand pipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain the building, live or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, roof signs, flagpoles, chimneys, smoke-stake, gravity flow storage, and mixing towers or similar structures may exceed a height of fifty (50) feet from the established building g ade only with the approval of grantor. By the above, no restrict on is intended as to building heights.
- 7. The grantor rations such right-of-way and easements as may be necessary or convinient for the purpose of erecting, constructing, maintaining and operating utility services over, across, under and through the frem ses in the designated setbacks areas between the building lines and the property lines, including public service wires and conduits for lighting, power and telephone, gas lines, sanitary sewer, storm sewer and water, and the grantor shall have the right to grant right-of-way casements to others to carry out this purpose. Any contract for the laving of such lines, wires, conduits, pipes or sewers shall also provide that the premises shall be restored to the same condition they were in prior to the doing of such work.
- 8. Storage yards for equipment, raw materials, semi-rinicled or finished products shall be enclosed by solid wall or fence including solid doors or gates thereto at least six (6) feet high.
- 9. The premises shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 10. No fence, wall, hedge, or shrub, plant or tree which obstructs site lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner

within the triangular area formed by street property lines and a line connecting them at points twenty-five (25) feet from the jrt rection of the street lines.

strictions shall run with the land hereby conveyed, and a breach of any one of them and a continuance thereof may, at the option of the pracer, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings. It is understood, however, that the breach of any of the foregoing covenants, conditions and restrictions shall not defeat or render invalid the lien of any mortgage on the premises made in good faith and for value; provided, however, that any breach or continuance thereof may be enjoined, abated or recedied by the proper proceedings as aforesaid; and provided furth that each and all of the foregoing covenants, conditions and restrictions shall at all times remain in full force and effect are rest said premises or any part thereof, title to which is obtained by foreclosure of any such mortgage.

- 12. The conditions of this contract shall survive the deed given pursuant hereto.
- 13. The conditions and covenants herein contained shall terminate and be of no further effect after thirty (30) years from October 1, 1969.