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A-12732

24 491 520

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 EDWARD A. FUSAKIO and CAROLYN L. FUSAKIO, his wife, not as tenants in common, but as joint tenants with right of survivorship, 620 Carriage Way,

of the Village of Deerfield, County of Lake State of Illinois 60015, the following described Real Estate, to wit:

10.00

Lot NINE (9) in MUIRFIELD of Inverness, Properties of Arthur T. McIntosh & Company, Unit No. 1, being a subdivision in Sections 7 and 8, Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded October 26, 1973 as Document No. 22525451, in Cook County, Illinois.

This deed is made, executed and delivered subject to the following: All recorded restrictions, easements, conditions, covenants and building laws; All zoning and building laws, ordinances and regulations; Acts done or suffered by, and judgments against, Grantee, or Grantee's predecessors in title.

A. That until January 1, 1999, each and every lot in Muirfield of Inverness, Properties of Arthur T. McIntosh & Company, Unit No. 1, as shown on the plat recorded in the office of the Recorder of Deeds of Cook County, Illinois, on the 26th day of October, 1973, as Document No. 22525451, 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 Muirfield of Inverness, Properties of Arthur T. McIntosh & Company, Unit No. 1, 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 is 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, including "For Sale" or "For Rent" advertising sign, and no visible oil or gas tank for fuel or other purpose, shall be erected or maintained on any lot; except, however, a sign, not exceeding 12 square feet in area, may be erected during the construction of the house, displaying the name of the general contractor and/or architect. This sign shall be removed immediately after completion of the house.

5. No stables, or other quarters shall be erected, maintained or used on any lot for stabling or accommodating any horses, cattle, swine, 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. Owners from time to time of Lot 1 are to use Kirkwood Drive or Stonefield Circle for means of ingress and egress and are denied access to Ela Road; Lots 2 and 3 are to use Stonefield Circle and are denied access to Ela Road; Lots 8 and 14 are to use Kirkwood Drive and are denied access to Roberts Road; Lot 15 are to use Muirfield Road and are denied access to Roberts Road; Lot 16 are to use Muirfield Road and are denied access to Roberts Road and Baldwin Road; Lot 17 are to use Muirfield Road and are denied access to Baldwin Road; Lots 18, 19 and 20 are to use Cambridge Road and are denied access to Baldwin Road.

C. Restrictions, easements and conditions as shown on the plat of Muirfield of Inverness, Properties of Arthur T. McIntosh & Company, Unit No. 1, recorded in the office of the Recorder of Deeds of Cook County, Illinois, on October 26, 1973 as Document No. 22525451.

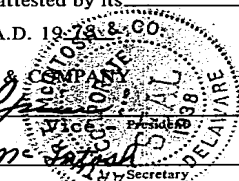
Special taxes or assessments levied or assessed on or after 1/1/77, and all consequences of and acts and deeds resulting from any failure to pay same when due.

General Taxes for the year 1977 and thereafter, and all consequences of and acts and deeds resulting from any failure to pay same when due.

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 Vice President, and attested by its Secretary, this 13th day of June A.D. 1978.

This instrument was prepared by: Arthur T. McIntosh & Co. 105 W. Madison St, Chicago, IL 60602 Robert P. Spicer, Vice-Pres. Rev. Stamp: \$45.00

ARTHUR T. McINTOSH & COMPANY By Robert P. Spicer, Vice President Attest: Bruce W. Mc... Secretary



64-97-436 H 1
02-08-310-009

24 491 520

UNOFFICIAL COPY

WARRANTY DEED

TO

This deed should be recorded in the Recorder's Office of Cook County, Chicago, Illinois.

ARTHUR T. McINTOSH & COMPANY
105 West Madison Street
CHICAGO, ILLINOIS
Phone FR 2-2400

*Mail to:
Marian Wafar - Sills & Clark -
One First National Bldg
Chicago, Ill 60603*

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Richard R. Olson
RECORDER OF DEEDS

JUN 15 '78 9 01 AM

*24491520

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Francesca T. Rodriguez, a Notary Public

in and for said County, in the State aforesaid, DO HEREBY CERTIFY that.....

Robert P. Spicer.....personally known to me to be the Vice..

President of ARTHUR T. McINTOSH & COMPANY, a corporation, and.....

Bruce W. McIntosh.....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 forego-

ing 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

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 13th day of June A. D. 1978..

Francesca T. Rodriguez
Notary Public

END OF RECORDED DOCUMENT