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GENERAL DECLARATION OF COVENANTS

AND RESTRICTIONS

THIS DECLARATION, made this 4th day of April, 1986 by OAK LAWN TRUST AND SAVINGS BANK, as Trustee, under the Provisions of a Trust Agreement dated April 19, 1984, and known as Trust Number 1084 herein called "the Developer".

ARTICLE I

DECLARATION--PURPOSES

Section 1.--General Purposes: The Developer is the owner of certain real property located in Cook County, Illinois, and desires to create thereon a planned development for future owners of lots and homes to be created upon the real property.

(a) The Developer desires to preserve upon the property through its planning and layout, the natural terrain and the natural character of the existing woods and meadows, and, further, to provide for the harmoniously development of a single-family community, by the imposition of covenants and restrictions, as hereinafter set forth, for the benefit of the real estate and the owners thereof.

(b) The Developer, by the imposition of covenants and restrictions, and the reservation of certain powers unto itself, does intend to provide, for its properties adjacent to the real properties herein described, and for the properties herein described, a plan for development which is intended to enhance the values and natural amenities of Developer's planned residential community.

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Carriage Lane + Equestrian Way

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Section 2.--Declaration: To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that the real property hereinafter described in Article III as "existing properties", and such additions to the existing properties as hereafter may be made pursuant to the provisions of Article III hereof, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions herein set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns, and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the respective owners of such lots, present and future.

ARTICLE II

DEFINITIONS

Section 1.--The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "The Properties" shall mean and refer to the Existing Properties, and all additions to the Existing Properties subject to this Declaration.

(b) "Existing Properties" shall mean and refer to the real estate described in Article III, Section 1, hereof.

(c) "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the Properties.

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(d) "Owner" shall mean the record owner (whether one or more persons or entities), of the fee simple title to or the contract purchaser for any Lot situated upon the Properties, but, notwithstanding any applicable theory of the Deed to Secure Debt, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) "Dwelling Lot" shall mean any Lot intended for improvement with a dwelling.

(f) "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.

(g) "Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.

(h) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.

(i) "Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

(j) "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes and having not less than six (6) feet headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports or Dwelling Accessory Buildings.

(k) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires

more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate structure.

(l) "Committee" shall mean the Architectural Review Committee.

ARTICLE III

EXISTING PROPERTIES-- ADDITIONS THERETO-- MERGERS

Section 1.--Existing Properties: The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Cook County, Illinois, and more particularly described as follows:

See Legal Description attached hereto as Exhibit "A".

Section 2.--Additions to Existing Properties: The Developer is the owner of, or has the right to acquire, 160 acres, more or less, including the Existing Properties, comprising a single tract of land in Cook County, Illinois. The Developer, its successors and assigns, in accordance with Developer's General Plan of Development, shall have the right to bring within the scheme of this Declaration in future stages of development any part or all of said lands which are not included in the Existing Properties. The additions authorized under this, and Article III, Section 3, shall be made by filing of record a Supplemental Declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Any Supplemental Declaration may

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contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of use of the added property, as are not inconsistent with the scheme of this Declaration. In no event shall any such supplementary declaration revoke, modify or add to the covenants established by this Declaration with respect to the existing properties in any manner which would substantially alter the scheme of this Declaration.

Section 3.--Other Additions: The Developer reserves the right to bring within the scheme of this Declaration any additional lands which are contiguous or adjacent to or within the immediate vicinity of the lands referred to in Article III, Section 1 and Section 2 and which now are or hereafter may be owned by Developer and subjected to the scheme of this Declaration.

ARTICLE IV

ARCHITECTURAL REVIEW PROCESS

Section 1.--Objectives: Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

Section 2.--The Committee: To achieve Developer's objectives, the Developer shall create the Committee with power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within

the jurisdiction of the Committee. The Committee shall consist of not less than three members. The names and addresses of the persons who from time to time comprise the membership of the Committee shall be furnished by the Developer. Matters requiring approval of the Committee be submitted to its Chairman, or as the Committee otherwise designates. The function of the Committee shall be transferred to the Committee of Owners at any time by Developer.

Section 3.--Matters Requiring Approval: Prior written approval shall be obtained from the Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, elevations, heights, location and grade, design and proposed location on the lot of the sanitary disposal system, of the same shall have been submitted to and approved in writing by the Committee. Prior to written approval by the Committee, the land owner must furnish Rarcoa Land Development Corp. a TWENTY THOUSAND DOLLAR ($20,000.00) performance bond to insure compliance of the terms set forth in these Covenants. Duration of bond to be not less than TWO (2) years. Construction of the home must start within NINETY (90) days of written approval or, in the alternative, plans, specifications and a new performance bond will have to be re-submitted.

Section 4.--Procedure: Whenever approval is required of the Committee, appropriate plans and specifications shall be submitted to the Committee. The Committee shall either approve or disapprove such design and location and proposed construction

and clearing activities within fifteen days after said plans and specificiations have been submitted to it; except that, if such plans and specificiations are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If such plans and specifications are not approved or disapproved within fifteen days after submission, approval will not be required and this Article will be deemed fully complied with. At the discretion of the Committee, a reasonable filing fee established by the Committee shall accompany the submissions of such plans to defray expenses, except that so long as the Committee is under Developer's control such fee shall not exceed $50.00. No additional fee shall be required for resubmission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file with the Committee.

Section 5.--Minimum Criterion for Architectural Review Approval: No Dwelling shall be permitted to be constructed upon the Properties, nor shall the Committee be required to approve any construction which shall fail to comply with the following minimum requirements:

(a) No one-story Dwelling shall be constructed having less than 2600 square feet of living area. No two-story Dwelling shall be constructed having less than 3000 square feet of living area.

(b) Any Dwelling constructed must have an all-brick exterior except two-story Dwellings which may have a cedar or equivalent exterior for its second-story only.

(c) No two Dwellings shall be constructed upon the Properties which appear to be the same in their front or side elevations. Developer intends that all Dwellings shall be unique to the Properties, but will not withhold approval of plans if substantial differences exist in proposed plans where such plans are similar only in general appearances.

(d) Television, radio and other communication antennas shall be placed upon the rear of any Dwelling roof.

(e) All garages shall be attached to the main Dwelling except that variations shall be permitted by the Committee in cases where peculiar architectural considerations require a space separation between Dwelling and garage. In such cases, the Committee shall have the right to specify the locations of any garage detached from the Dwelling.

(f) All satellite dishes for TV reception or similar devices must be landscaped with trees or shrubs completely encircling (360°) such devices so as to conceal them from view in all directions.

(g) All signs offering lots or homes FOR SALE, including WILL BUILD TO SUIT, OPEN FOR INSPECTION, or others are strictly prohibited. The only permitted exception shall be for new homes that have never been occupied.

(h) All front and side yards must be landscaped and grassed with sod. Rear yards may be seeded, if so desired, by home owner.

(i) Fences constructed of metal, fiberglass or screen shall be prohibited. No solid wood or similar fence shall be permitted upon any lot except surrounding patios. Split-rail fences shall be permitted upon all Lots, but approval of the Committee shall be required for approval of construction and location. (i-a) Note: Dog enclosures

(j) The elevations of all foundations and the location of all Dwellings or Dwelling Accessory Buildings shall be approved by the Committee.

(k) Except as provided in Article VI hereof, architectural plans submitted to the Committee shall be accompanied by a septic design prepared by a licensed professional engineer specified by Developer. Such septic system shall show the location thereof upon the lot and also the location and technical data relating to the mechanical cavitation device to be incorporated therein.

(l) The Committee shall be charged with the preservation of existing natural beauty of the Properties during construction. An approval by the Committee may be conditional upon an Owner providing to the Committee plans for the protection and preservation of trees and shrubs that exist upon or are adjacent to an Owner's Lot. The Committee may further establish requirements regarding the protection of trees and shrubs during construction upon any Lot.

Section 6.--Deviations from Covenants and Restrictions: The Committee shall have the power to enter into agreements with the Owner of any Lot, without the consent of the Owner of any other Lot, or adjoining or adjacent property, to deviate from the provisions of the covenants restrictions within the jurisdiction of the Committee for reasons or practical difficulty or particular hardships which otherwise would be suffered by such Owner. Any such deviation, which shall be manifested by written agreement, shall not constitute a waiver of any such covenant as to other lots in the Properties.

ARTICLE V

GENERAL RESTRICTIONS

Section 1.--Land Use-Single-Family Residential: Any portion of the Properties designated by Supplemental Declaration for "Single Family Residential" use shall be used only as dwelling lots for single family residences and shall be subject to the restrictions set forth in this Article V or as modified or added to by the provisions of the Supplemental Declaration pertaining thereto. Except as may be otherwise provided in the Supplemental Declaration, no building shall be erected on any such lot except one dwelling designed for occupancy by a single family and one dwelling accessory building designed for use in conjunction with said Dwelling as a private garage or servants' quarters or a combination of both. No Structure may be erected or maintained on any such lot except as shall be approved in writing by the Committee.

Section 2.--Quality of Structures: It is the intention and purpose of these covenants to insure that all structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. All structures shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Committee.

Section 3.--Location of Structures on Lot: The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots would be incompatible with the objective of preserving the natural setting of the area, and preserving and enhancing existing features of natural beauty and visual continuity of

the area. Therefore, the location of each structure, including driveways and culverts, on a lot shall be subject to approval in writing by the Committee, giving consideration to setback lines, if any, on the recorded plat, provided that each Owner shall be given reasonable opportunity to recommend the suggested construction site.

Section 4.--Nuisances: No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 5.--Temporary Structures: No trailer, mobile home, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein or in the applicable Supplemental Declaration, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of a structure shall be on the same lot as the structure and such temporary structures shall be removed upon completion of construction.

Section 6.--Completion of Construction: Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes or other matters beyond the owner's control. No structure shall be deemed completed until installation of approved landscaping and hard surface driveway.

Section 7.--Lot Appearance: No person shall accumulate on his Lot junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefor and if outside shall be properly screened. Fuel tanks shall be underground or properly shielded.

Section 8.--Other Prohibited Matters: Except as otherwise permitted by the Supplemental Declaration, no animals other than unoffensive common domestic household pets such as dogs and cats, shall be kept on any lot. No home occupation or profession shall be conducted on any lot except as may be authorized by the Committee. Habitual parking of commercial vehicles on any lot or parking area adjacent is prohibited. No model home or homes shall be permitted on any lot or lots except by prior written authorization of Developer. Habitual parking on roadways is prohibited.

Section 9.--Easements Reserved with Respect to Lots: Developer reserves for itself, its successors and assigns, easements over each Lot, and the right to ingress and egress to the extent reasonably necessary to exercise such easements, as follows:

(a) Utility easements shown on any recorded Plat of the Properties, except that if any plat fails to establish easements for such purposes, then a 10-foot side strip running along side lot lines, front lot line and rear lot line of Dwelling Lots is reserved for the installation and maintenance of utility facilities, and incidental usage related thereto.

(b) The Owner shall not place any structure on any such easement and shall be responsible for maintaining the easement and any damages caused by user of right to the easement shall be repaired and restored by such user.

(c) No Owner shall have any claim or cause of action, except as herein provided, against Developer, its successors,

assigns, or licensees arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

ARTICLE VI

SANITARY DISPOSAL

Section 1.--Except as otherwise provided by Supplemental Declaration, sanitary disposal for each Lot shall be by means of a septic system utilizing a separate cavitation device. Before installation, the design plans for the system shall be submitted to and a permit for installation obtained from Cook County Health Department or any other governmental authority having jurisdiction. Any such system as installed shall be subject to inspection and final approval by the approving authority before backfilling. The cost of installation of the system shall be borne by the Owner. Developer reserves the right to specify the professional engineer who shall perform percolation tests and design the septic system.

ARTICLE VII

Section 1.--Duration: The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owners of two-thirds of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that

no such agreement of change shall be effective unless made and recorded one year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action taken.

Section 2.--Notices: Any notice sent or required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of mailing.

Section 3.--Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so thereafter.

Section 4.--Modification: By recorded Supplemental Declaration, the Developer may modify any of the provisions of this Declaration or any Supplemental Declaration for the purposes of clarification or otherwise, provided no such modification shall change the substantive provisions of this Declaration or any Supplemental Declaration or materially alter the rights of any Owner established by any such document.

Section 5.--Severability: Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing instrument has been executed and its corporate seal thereunto affixed, on the day and year first above written by the officers of the undersigned thereunto duly authorized.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Oak Lawn Trust & Savings Bank, as Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

OAK LAWN TRUST AND SAVINGS BANK, as Trustee, under the Provisions of a Trust Agreement dated April 19, 1984, and known as Trust Number 1080, and not individually,

By: Rebecca A. Cartwright
Trust Officer

ATTEST:

Therese M. Sonnen
Authorized Signature

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1986 APR 11 PM 1:47

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EXHIBIT "A"

Lots 111 through 118 (both inclusive) in Equestrian Estates Unit No. 8, being a subdivision of part of the West half of the Northwest Quarter of Section 25, Township 37 North, Range 11 East of the Third Principal Meridian, Lemont Township, according to a plat recorded April 8, 1986, as Document No. 86 133495 in Cook County, Illinois;

also

Lots 122 through 200 (both inclusive) in Equestrian Estates Unit No. 12, being a subdivision of part of the West half of the Northwest Quarter of Section 25, Township 37 North, Range 11 East of the Third Principal Meridian, Lemont Township, according to a plat recorded April 8, 1986, as Document No. 86 133499 in Cook County, Illinois;

~~also~~

22-25-100-005 ALL

Mail to:
Frank K. Neil Lort
180 N. La Salle St.
Chgo Ill. 60601
726-0355

BOX 333 - HV

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Roberta A. Cartwright, personally known to me to be the Trust Officer of OAK LAWN TRUST AND SAVINGS BANK, as Trustee, under the Provisions of a Trust Agreement dated April 19, 1984, and known as Trust Number 1080, and Theresa M. Sonner personally known to me to be the Authorized Signature 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 Trust Officer and Authorized Signature they signed and delivered the said instrument as Trust Officer and Authorized Signature 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 official seal, this 4th day of April, 19 86.

Nancy R. Martin
Notary Public

My commission expires:

Feb. 21, 1989

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