

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is made and entered into on the date hereinafter set forth by Joseph Kelly and Roberta Kelly, his wife, of Buffalo Grove, Illinois (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner and legal title holder of certain real estate in the Village of Buffalo Grove, County of Cook and State of Illinois which real estate is legally described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the Declarant desires to establish for its own benefit and the mutual benefit of all future owners, tenants and occupants of the Property and any part thereof, certain rights in, over, under, upon and along the Property and certain restrictions and obligations with respect to the use, conduct and maintenance thereof;

NOW, THEREFORE, the Declarant does hereby declare that the following rights, covenants, agreements, reservations, conditions and restrictions shall: (1) exist at all times hereafter amongst all parties having or acquired right, title or interest in any portions of the Property; (2) be binding upon and inure to the benefit of Lexington Homes, Inc., an Illinois corporation ("Lexington") and the Village of Buffalo Grove, an Illinois municipal corporation ("Village"); and (3) run with the land subjected to this Declaration, to be held, sold and conveyed subject thereto.

1. Declarant hereby grants Lexington the right of access on, over and across the Property to the extent necessary to construct a "V-notch swale" in the 8' x 120.42' area of the south portion of the Property (the "Drainage Area"). Such construction shall be completed in a manner free of mechanics lien claims. The Drainage Area is more specifically described on Exhibit B attached hereto and made a part hereof.

2. All portions of the Drainage Area covered with ground cover shall be mowed and trimmed regularly by Declarant. All portions of the Drainage Area designed or intended for the proper drainage or detention of water including swale lines and ditches shall be kept unobstructed and shall be mowed and maintained regularly so as to keep such areas in good and functional condition. The rate or direction of flow of water shall not be changed by impounding water, changing rate, blocking or redirecting swales, ditches or drainage areas or otherwise. Declarant acknowledges that the Drainage Area benefits real estate other than the Property. Consequently the Village, or representatives of the Village, shall have the right to enter upon the Property and maintain and repair the Drainage Area in good and functional condition at any and all times in the event Declarant fails to do so. The costs of any maintenance of the Drainage Area by the Village or representatives of the Village shall be borne by Declarant and said costs shall become a lien upon the Property and may be foreclosed by an action brought in the name of the party incurring such costs as in the case of foreclosure of liens against real estate.

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Box 416
(H. KESSEL)

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3. All the rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the restrictions and covenants herein described shall be sufficient to create and reserve such covenants to the respective grantees, mortgagees or trustees of the Property as fully and completely as though said restrictions and covenants were fully recited and set forth in their entirety in such documents.

4. In the event that any one of the provisions of the Declaration is deemed invalid by judgment or court order, the other provisions of the Declaration shall remain in full force and effect.

5. If and to the extent that any of the provisions of this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Roger Angell, American author, and Michael Ditka, coach of the Chicago Bears football team, living at the date of this Declaration.

6. This Declaration shall not be extinguished or amended without the prior written consent of the Village.

IN WITNESS WHEREOF, has caused this document to be executed this 14 day of July, 1989.



Joseph Kelly



Roberta Kelly

**THIS INSTRUMENT WAS PREPARED
BY AND TO BE RETURNED AFTER
RECORDING TO:**

Michael F. Lieber, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Chicago, Illinois 60601

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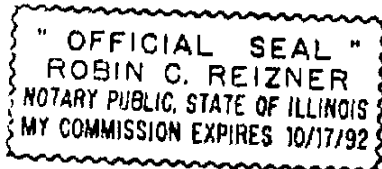
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Robin C. Reizner, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** Joseph Kelly and Roberta Kelly, 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of July, 1989.

Robin C. Reizner
NOTARY PUBLIC



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DEPT-01 \$15.00
T#1111 TRAN 4838 07/14/89 15.36.00
#2486 #A *-89-322666
COOK COUNTY RECORDER

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6 copies

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EXHIBIT A

THE PROPERTY

LOT THREE HUNDRED AND TWO (302) IN BUFFALO GROVE UNIT NO. SIX (6) BEING A SUBDIVISION IN THE EAST ONE HALF (1/2) OF SECTION FIVE (5), TOWNSHIP FORTY-TWO (42) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

THE DRAINAGE AREA

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THE SOUTHERLY EIGHT (8) FEET OF LOT THREE HUNDRED AND TWO (302) IN BUFFALO GROVE UNIT NO. SIX (6) BEING A SUBDIVISION IN THE EAST ONE HALF (1/2) OF SECTION FIVE (5), TOWNSHIP FORTY-TWO (42) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

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10/15/2008