BOX 337
OFFICIAL BUSINESS
VILLAGE of Northbrook

DECLARATION OF COVENANTS

91075793

WHEREAS, First National Bank of Northbrook, as Trustee under a trust agreement dated September 25, 1989 and known as Trust Number 474 (the "Owner"), is the owner of record title to the parcel of real estate commonly known as 1519 Shermer Road, Northbrook, Illinois, which is legally described on the Exhibit A attached hereto and made a part hereof by this reference (the "Subject Property"); and

WHEREAS, Richard J. Czajka, Marian F. Czajka, Thomas C. Epp and June E. Epp are the sole beneficiaries (the "Beneficiaries") of the Owner; and

WHEREAS, the Beneficiaries have heretofore filed a petition with the Village of Northbrook, Cook County, Illinois, a municipal corporation (the "Village"), requesting a change in the zoning classification of the Subject Property from the R-5 Single Family Residential District to the C-2 Neighborhood Commercial District under the Northbrook Zoning Code (1988), as amended, to allow for the use of the Subject Property as a barbershop; and

WHEREAS, the Beneficiaries have also requested in such petition, that the following variations (the "Variations") be granted:

a) Reduction of the front yard and building setback by .56 feet to 24.44 feet in lieu of the 25 foot requirement;

b) Reduction of the interior side yard of 5 feet to zero feet through the eastern 64.6 foot depth of the Subject Property in lieu of the 5 foot requirement;

c) Reduction of the rear yard of 5 feet to zero feet through the eastern 59.07 foot width of the Subject Property in lieu of the 5 foot requirement;

d) Reduction of the corner side yard and building setback of 15 feet to 10 feet through the eastern 90.3 foot depth of the Subject Property in lieu of the 25 foot requirement; and

e) Elimination of the requirement that the building have one loading space; and

WHEREAS, on March 13, 1990, the Village adopted Ordinance No. 90-17, changing the zoning classification of the Subject Property to the C-2 Neighborhood Commercial District, and Resolution No. 90-R-38, approving and granting the Variations to the Beneficiaries, on the express condition, pursuant to Subsection 11-503 of the Zoning Code, that a Declaration of Covenants document, prepared by the Owner, and satisfactory to the Village Board and the Village Attorney, be recorded with the Office of the Cook County, Illinois, Recorder of Deeds to prevent or minimize the potential for adverse effects upon other property in the vicinity; and

WHEREAS, the Owner and the Beneficiaries deem it desirable and intend that all the current and future owners, occupants and any other persons acquiring an interest in the Subject Property, or in any portion thereof, shall at all times hold their interests subject to the covenants and restrictions hereinafter set forth;

NOW, THEREFORE, THE OWNER DECLARES that the Subject Property, and all portions thereof, are and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants hereinafter set forth, which covenants are for the

purpose of protecting the value and desirability of the Subject Property and other properties within the Village:

1. Until the happening of any one of the following three events, the use of the Subject Property shall be limited to use as a Barber Shop (Village SIC Code No. 7240.00):

(a) The death of the second to die of Messrs. Thomas C. Epp and Richard J. Czajka.

(b) The date on which both Messrs. Thomas C. Epp and Richard J. Czajka have become physically or mentally disabled. For the purposes of the preceding sentence, Messrs. Thomas C. Epp or Richard J. Czajka shall be deemed to be physically or mentally disabled (i) if two (2) medical doctors who have examined him certify in writing that advanced age, illness or other cause has impaired his ability to transact ordinary business, or (ii) if there is an adjudication by a court of competent jurisdiction that he is a disabled person or an incompetent person.

(c) The date on which both of Messrs. Thomas C. Epp and Richard J. Czajka have, for any reason, ceased to be engaged on a full-time basis as barbers; provided, however, that in the event that both of Messrs. Thomas E. Epp and Richard J. Czajka voluntarily cease to be engaged on a full-time basis as barbers, then such date shall not be earlier than November 1, 2001.

2. So long as the use of the Subject Property is limited to use as a Barber Shop, as described in Paragraph 1, then the following additional restrictions shall also apply:

(a) There will be a maximum of 4 barber chairs, and a maximum of 3 full-time barbers. During peak periods, 4 barbers may be engaged in the Barber Shop business on the Subject Property; provided, however, (i) the 4th barber must be a

part-time employee of the Barber Shop, and not a full-time employee, and (ii) a 4th barber may be engaged in the Barber Shop business no more than 100 days in any calendar year.

(b) The business hours of the Barber Shop will be from no earlier than 9:00 AM, and no later than 6:00 PM, Tuesday through Saturday. The Barber Shop will be closed on Sundays and Mondays, and on national holidays.

(c) Customers will be able to enter the principal building on the Subject Property from either the front door or back door.

(d) No additions will be allowed which would change the exterior dimensions of the principal building presently located on the Subject Property, as depicted on the Plat of Survey prepared by Mid-America Survey Company and dated December 11, 1989, attached hereto as Exhibit B and made a part hereof by this reference.

(e) Although the detached garage formerly located on the Subject Property has been demolished to provide for space necessary for the construction of off-site parking, the present principal building on the Subject Property may not be demolished.

(f) The basement of the principal building located on the Subject Property will be used solely for storage; the business of the Barber Shop will be conducted solely on the first, or ground, floor.

(g) Minor alterations to the interior of the principal building located on the Subject Property will be permitted to adapt the building to the Barber Shop business, and shall substantially conform to the Shop Floor Plan, prepared by T. Epp,

dated 1/1/90, attached hereto as Exhibit C and made a part hereof by this reference.

(h) Construction of a paved, off-street parking area to permit the parking of 9 automobiles will be allowed; provided, however, that final engineering is approved by the Village Engineer, and that such parking area substantially conforms to the drawings prepared by T. Epp, dated 1/1/90, attached hereto as Exhibit D and made a part hereof by this reference.

(i) All improvements to the Subject Property required by this Paragraph 2 shall be completed to the satisfaction of the Village of Northbrook prior to commencement of the use of the Subject Property as a barber shop, except that (A) the laying of the final coat of asphalt paving for the off-street parking area may be delayed until June 1, 1991, to permit settling, and (B) the completion of all minor alterations to the interior of the building located on the Subject Property may be delayed until December 4, 1990, so long as such completion does not interfere with the safe use of such building as a barbershop.

3. The Owner and the Beneficiaries acknowledge and agree that the Variations are granted only to the Beneficiaries and that they do not run with the Subject Property.

4. The covenants and restrictions described in this Declaration may be enforced by the Village. Enforcement of such covenants and restrictions may be sought by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, to compel affirmative action, or to recover damages, and against the Subject Property to enforce any lien created by this Declaration.

5. The covenants and restrictions described in this Declaration shall run with and bind the Subject Property and shall inure to the benefit of and be enforceable by the Owner and the Village of Northbrook, and any of their respective legal representatives, heirs, grantees, successors and assigns. If any of the privileges, covenants or rights created by this document would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George Herbert Walker Bush, President of the United States.

6. The covenants and restrictions described in this Declaration shall not be modified, amended, or annulled without the prior written express approval of the Village acting pursuant to a resolution duly adopted by its President and Board of Trustees.

7. The covenants and restrictions described in this Declaration are executed by the Owner, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by the Owner are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against the Trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Declaration. Any such liability shall be asserted instead against the Subject Property contained in Trust No. 474 or the beneficiaries thereof or their successors.

Dated this 28th day of January, 199[illegible].

FIRST NATIONAL BANK OF NORTHBROOK,
as Trustee under a Trust Agreement
dated September 25, 1989, and known
as Trust No. 474, and not personally.

By Steven R. Flint
as its ASST. VICE-PRESIDENT

ATTEST:

Diane E. Brookhart
as its ASST. TRUST OFFICER

Richard J. Czajka
Richard J. Czajka

Thomas C. Epp
Thomas C. Epp

Marian F. Czajka
Marian F. Czajka

June E. Epp
June E. Epp

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the State and County aforesaid, DO HEREBY CERTIFY that _____,

_____, and _____,

91075793

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and personally known to me to hold the respective offices of the Trustee as indicated beneath their respective signatures, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts and on behalf of such Trustee for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 199_.

_____ Commission Expires: _____

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the State and County aforesaid, DO HEREBY CERTIFY that RICHARD J. CZAJKA, MARIAN F. CZAJKA, THOMAS C. EPP and JUNE E. EPP, 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, sealed and

STATE OF ILLINOIS
COUNTY OF LAKE

I, Tracy Lease, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Steven R. Flint, Assistant Vice Preisdent of TRUST NATIOANL BANK OF NORTHBROOK and Diane E. Brockhoff, Assistant Trust Officer thereof, personally known to me to be the name persons whose names are subscribed to the foregoing instrument as Assistant Vice President and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrumnet as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and Assistant Trust Officer did also then and there acknowledge that she as custodian of the corporate seal of said Bank did affix said instrument as her own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of January A.D. 1991.

" OFFICIAL SEAL "
TRACY LEASE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/2/94

Tracy Lease
Notary Public

delivered the said instrument as their free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9TH day of JANUARY, ~~1990~~ 1991

Commission Expires: 10-7-94

Notary Public

91075793

EXHIBIT A

Lots 9 and 10 in Block 1 all in First Addition to Northbrook Manor, being a Subdivision of the West Half of the South East Quarter of the South West Quarter (except the East 30 feet for street) and that part of the North Half of the South West Quarter of the South West Quarter lying East of Right of Way of Chicago, Milwaukee and St. Paul Railroad and the South Half of the South West Quarter of the South West Quarter (except railroad) of Section 10, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 04-10-311-009-0000 and 04-10-311-010-0000

Common Address: 1519 Shermer Road, Northbrook, IL 60062

91075793

218 North County Street
Waukegan, IL 60085
Phone: 312-336-2473

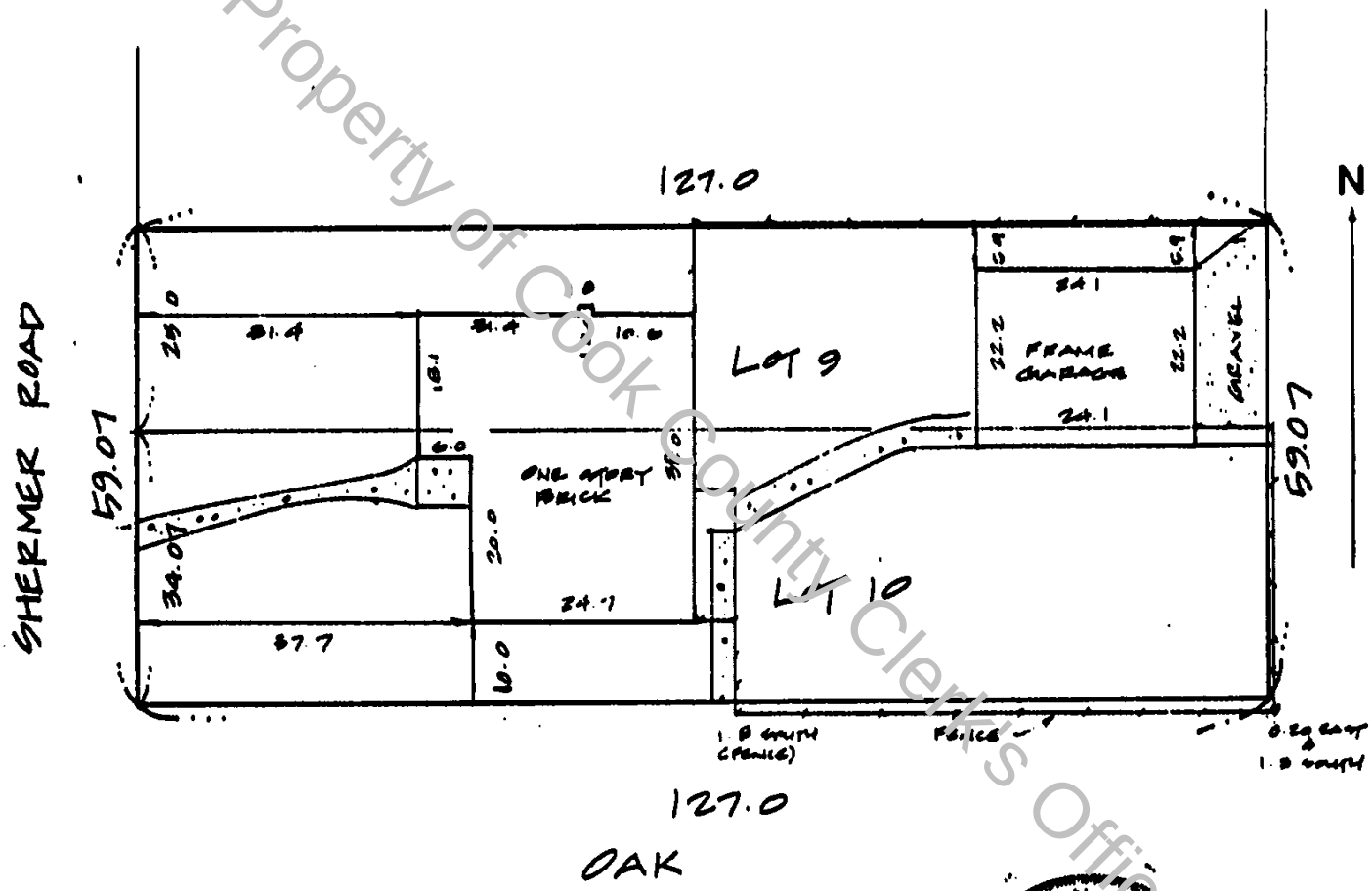
45 E. Algonquin Road
Arlington Heights, IL 60005
Phone 312-228-0668

373 S. County Farm Road
Wheaton, IL 60189
Phone 312-690-3733

MID AMERICA SURVEY COMPANY

PLAT OF SURVEY

LOT 9 AND LOT 10 IN BLOCK 1 IN THE 1ST ADDITION TO NORTHBROOK MANOR, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 30.00 FEET THEREOF TAKEN OR USED FOR STREET) OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10 AFORESAID, LYING EAST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD) IN COOK COUNTY, ILLINOIS.



DAVID M. LUCAS

93075753

STATE OF ILLINOIS }
COUNTY OF LAKE } S S

On behalf of MID AMERICA SURVEY COMPANY I hereby certify that the building(s) on property shown are within the property lines as monumented and that the adjoining improvements do not encroach unless shown. Dated at Waukegan, Illinois, 9/11 19 89

MID AMERICA SURVEY COMPANY

By _____
Registered Illinois Land Surveyor

All distances shown are in feet & decimal parts thereof

Scale 1" = 20'

Job No. 82139

Ordered By BURNETT

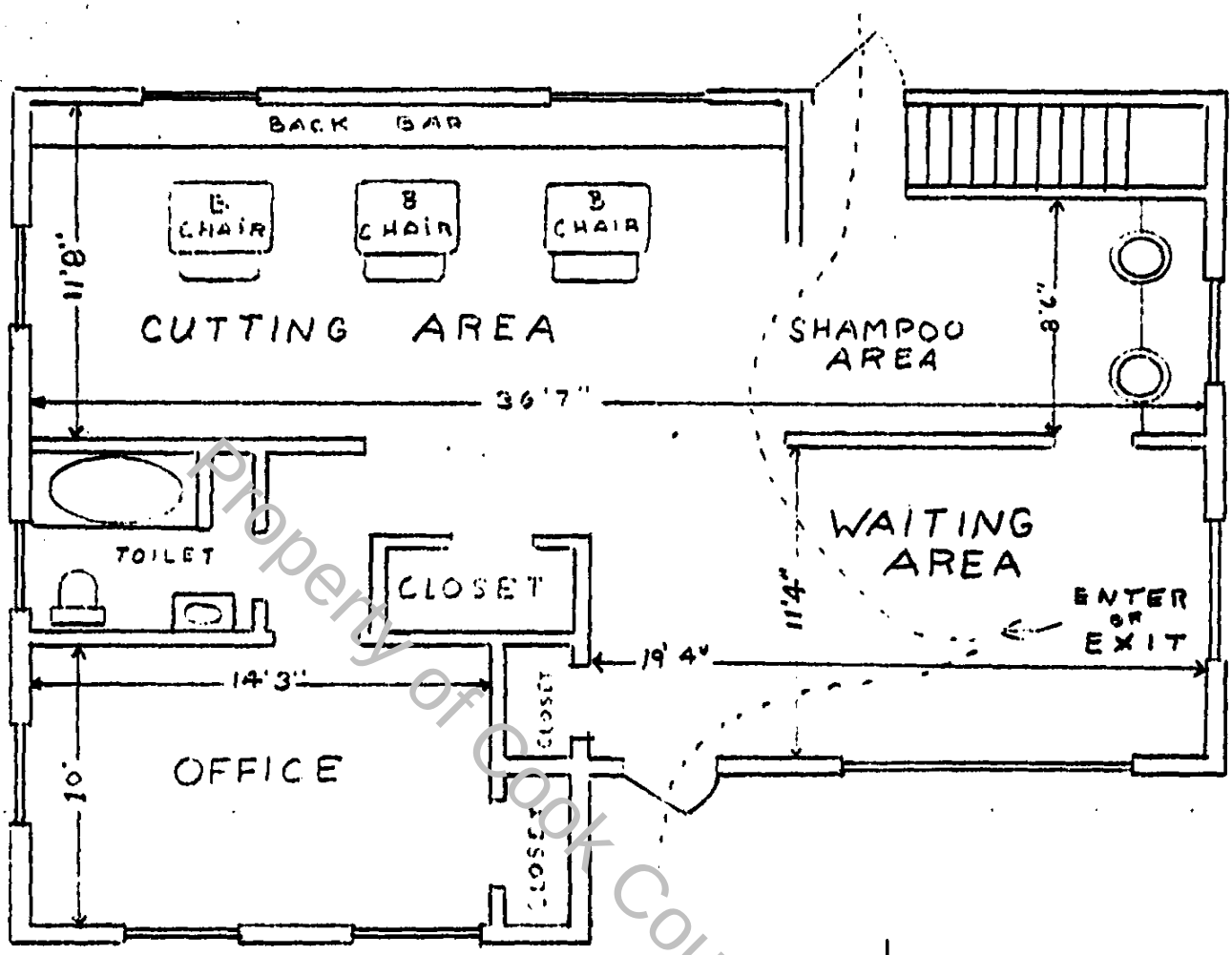
NOTE: Only those Building Lines or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered contains a proper description of the required Building Lines or Easements.

No angles or distances are to be determined by scaling.

Compare your description and site markings with this plat and at once report any discrepancies which you may find.

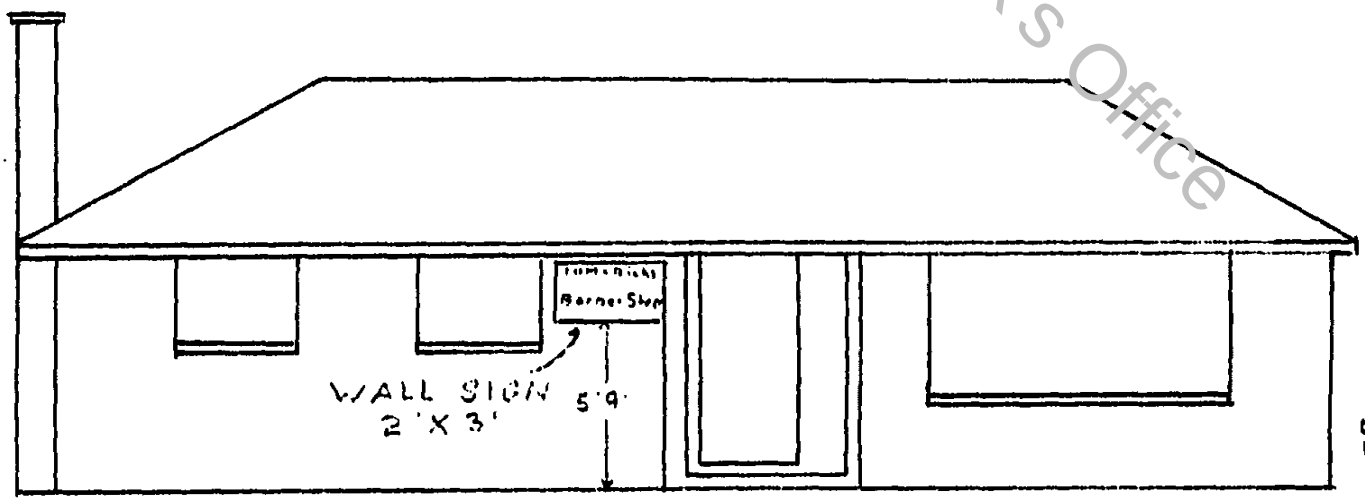
EXHIBIT B

PROPOSED SHOP FLOOR PLAN



SCALE 1/4" = 1'
DATE 1/1/90
Brown & Epp

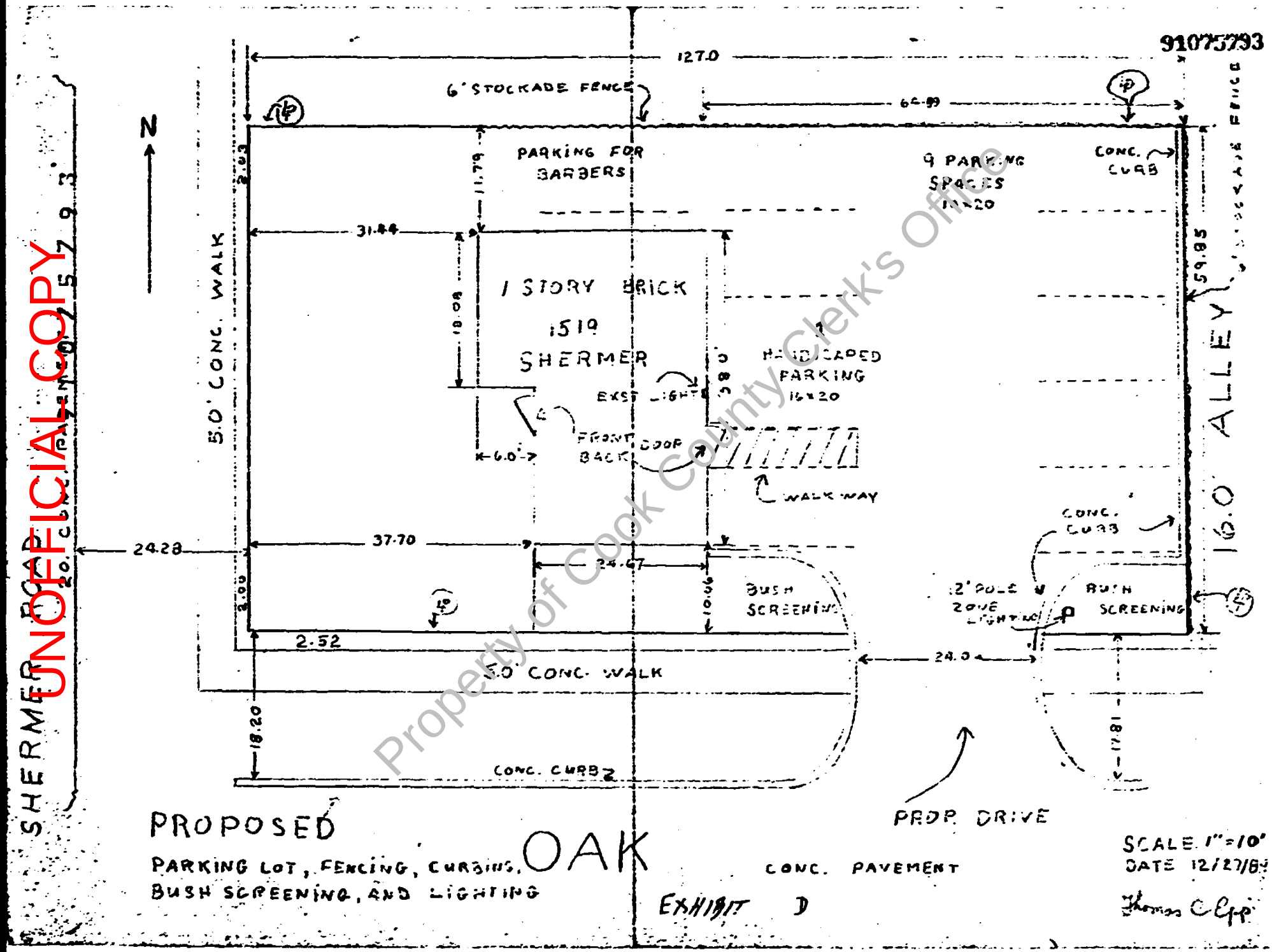
N



FRONT HOUSE AND PROP. WALL SIGN
EXHIBIT C

91075793

91075793



PROPOSED OAK

PARKING LOT, FENCING, CURBING, BUSH SCREENING, AND LIGHTING

EXHIBIT D

SCALE 1" = 10'
DATE 12/27/84

Thomas C. Epp

EXHIBIT D

RESOLUTION NO. 90-R-158

On March 13, 1990, the Village adopted Ordinance No. 90-17, rezoning 1519 Shermer Road (the "Subject Property") to the C-2 Neighborhood Commercial District, and Resolution No. 90-R-33, granting certain variations to allow the use of the Subject Property as a barber shop. The variations were granted subject to submission of a covenant, limiting the use of the Subject Property by the owners, for approval by the Village Board of Trustees and subsequent recording against the Subject Property.

The owners, First National Bank of Northbrook, Trust No. 474, Richard J. and Marian F. Czajka, and Thomas C. and June E. Epp have submitted the attached Declaration of Covenants, which has been reviewed and approved by the Village Attorney.

Now, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

Section 1.

The Declaration of Covenants by First National Bank of Northbrook Trust No. 474, the Czajkas and the Epps is hereby approved in substantially the form attached to this Resolution.

Section 2.

The Village Manager is authorized to record the Declaration following execution and completion of all related administrative details.

PASSED: This 13th day of November, 1990.

AYES: (4)

NAYS: (0)

/s/ Richard T. Falcone

Village President

ATTEST:

/s/ Lona N. Louis

Village Clerk

91075793