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RESTRICTIVE COVENANT

WHEREAS, First American Bank, as Trustee under that certain Trust Agreement dated August 3, 1990, and known as Trust No. F89-145 (the "Trust"), is the owner of record title to certain real estate located in Northbrook, Illinois commonly known as common areas located at

3501 through 3560 Laburnum Court NISC \$29.00
Northbrook, Illinois 60062 : T2222 TRAN 4654 01/20/93 15:16:00
*93-050359
COOK COUNTY RECORDER

and legally described as follows (the "Subject Property"):

Outlot A and Outlot B in the Brandess Subdivision, being a Subdivision in the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5 and part of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. P.I.N. 04-05-315-021-0000
04-05 315-022-0000

and

WHEREAS, the Burr Oaks Circle Homeowners' Association (hereinafter "BOCHA") is the beneficiary of the Trust; and

WHEREAS, utility easements in all of the Subject Property (the "Utility Easements") have been previously granted to the Village of Northbrook, Cook County, Illinois, a municipal corporation (the "Village") in the Plat of Brandess Subdivision Document No. 89-290743; and

WHEREAS, various landscaping (the "Landscaping") is currently located within the area of certain Utility Easements on the Subject Property particularly fronting along Dundee Road (being a part of Outlot A and hereinafter referred to as the "Dundee Easement"); and

WHEREAS, BOCHA deems it desirable and intends that all current and future owners of the Subject Property or any portion thereof, shall at all times hold their interests subject to the covenants and restrictions hereinafter set forth;

NOW, THEREFORE, the Trust hereby 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 protecting the Village's right to use the Utility Easements:

1. The Trust and BOCHA hereby covenant and agree to assume all costs, expenses and liabilities relating to or connected with any damage to or destruction or removal of the Landscaping resulting from the Village's

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use or maintenance of the Utility Easements including without limitation the Dundee Easement. The Trust and BOCHA understand and agree that damage to or destruction or removal of the Landscaping may occur from time to time due to the Village's use or maintenance of the Utility Easements, and further agree that any such damage, destruction or removal of the Landscaping and any repair or replacement of the Landscaping shall be the sole, total and exclusive cost and expense of BOCHA.

2. BOCHA agrees that it will defend, indemnify, save and hold harmless the Village, its officials, employees, agents, successors and assigns from any and all claims, injuries, causes of action, suits, damages or demands whatsoever in law or in equity which may result from the presence of the Landscaping in the Utility Easements including without limitation the Dundee Easement.

3. BOCHA agrees to reimburse the Village, upon written demand by the Village, for all reasonable attorneys' fees and recording fees and expenses incurred by the Village in connection with the preparation, negotiation and enforcement of this Restrictive Covenant.

4. If any costs or fees due to the Village under this Restrictive Covenant are not paid by BOCHA within thirty (30) days following a demand in writing by the Village for such payment, such costs or fees, together with interest and costs of collection, shall become a lien upon the Subject Property and the Village shall have a right to collect such amounts, and to enforce such lien as in foreclosure proceedings as permitted by law.

5. This Restrictive Covenant shall run with and bind the Subject Property and shall inure to the benefit of and be enforceable by the Trust, BOCHA 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 Walter Bush, President of the United States.

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6. The Trust and Bocha recognize and agree that the Village has a valid interest in ensuring that this Restrictive Covenant is properly adhered to and therefore do hereby grant the Village the right to enforce this Restrictive Covenant by any proceeding at law or in equity against any person or persons attempting to violate any restriction contained herein, either to restrain violations, to compel affirmative action, or to recover damages.

7. The Village is not required to exercise the rights granted herein except as it shall determine to be in its best interest. Failure by the Village to exercise any right herein granted shall not be construed as a waiver of that right or any other right. Nothing herein shall be deemed or construed to constitute a dedication of any real property to the Village.

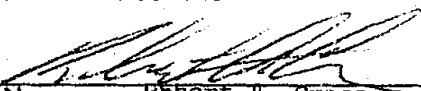
8. This Restrictive Covenant and its effect shall not be modified, amended, or annulled without the prior express approval of the Village Manager of Northbrook acting pursuant to a resolution duly adopted by its President and Board of Trustees.

9. This instrument is executed by the Trust, not personally, but solely as trustee of the Trust as identified herein, in the exercise of the power and authority conferred upon and vested in it as trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by the Trust are undertaken by it solely as trustee as aforesaid, and not individually, and all statements made herein are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against the Trust by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument. Any such liability shall be asserted instead against the property contained in its Trust as identified by number herein or the beneficiaries thereof or against the signatories hereof, or their successors.

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Exoneration provision restricting any liability of First American Bank attached hereto is expressly made a part hereof.

FIRST AMERICAN BANK, as Trustee,
under that certain Trust Agreement
dated August 3, 1990 and known as
Trust No. F89-145

By: 
Name: Robert A. Cross
Its: Vice President

BURR OAKS CIRCLE HOMEOWNERS' ASSOCIATION

ATTEST:


Secretary


President

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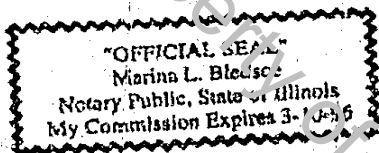
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Cook County Clerk's Office
100 North Dearborn Street, Chicago, IL 60610

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF ~~COOK~~)
 KANE

This instrument was acknowledged before me on January 8, 1992, by Robert A. Cross, V.P., (officer), of FIRST AMERICAN BANK, as Trustee, under that certain Trust Agreement dated August 3, 1990, and known as Trust No. F89-145, and Jane Nagel, V.P., (officer) of said bank, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of said bank for and on behalf of said bank as Trustee, and that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the bank for which the bank is acting as trustee herein, for the uses and purposes herein mentioned.



Marina Bledsoe
Signature of Notary

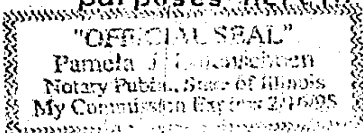
SEAL

My Commission expires: 3-10-96

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me on 1/4/93, 1992, by Janet Rich Brandess, President, of BURR OAKS CIRCLE HOMEOWNERS' ASSOCIATION, and Janet Rich Brandess Secretary, of said Homeowners' Association which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of said Homeowners' Association for and on behalf of said Association, and that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the Association for the uses and purposes herein mentioned.



Pamela J. Buterschoen
Signature of Notary

SEAL

My Commission expires: 2/16/95

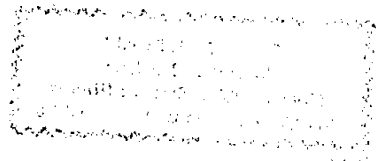
Prepared By:
Edward J. Rosen, Esq.
Levin & Rosen Ltd.
4051 Old Orchard Rd.
Skokie, Illinois 60076

Return TO:
Box 337

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EXCULPATION OF TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of First American Bank as said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by First American Bank or any of its directors, officers, employees, or shareholders or for the purpose or with the intention of binding First American Bank or any of its directors, officers, employees, or shareholders 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 First American Bank not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable by any person against First American Bank or any of its directors, officers, employees, or shareholders on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such personal liability, if any, being expressly waived and released and any recovery therefor being limited to the property hereby conveyed and the enforcement of remedies under the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument; provided however, this clause shall not impair the enforceability or adversely affect the availability of any rights that may otherwise be available to Mortgagee or the obligations of any co-signer, endorser, or guarantor of the obligations secured by this instrument; and provided further, that the foregoing limitations on personal liability shall not impair the validity of the indebtedness secured by Mortgagee's collateral or the lien or security interest on the collateral or the right of Mortgagee as mortgagee or secured party to foreclose and/or enforce rights against the collateral after default by the Mortgagor. Subject to the foregoing, the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are made for the sole benefit of Mortgagee, and no other person or persons, other than Mortgagee's successors or permitted assigns, shall have any benefits, rights, or remedies by reason of such warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee. Nothing herein shall be deemed to be a waiver of any right which Mortgagee may have under sections 506(a), 506(b), 541(b) or any other provision of the Bankruptcy Reform Act of 1978, as at any time amended or reinstated, to file a claim for the full amount of the debt owing to Mortgagee in the event Mortgagor or its beneficiary should become the subject of a petition for bankruptcy or reorganization or to require that all collateral shall continue to secure all of the indebtedness owing to Mortgagee in accordance with the documents and instruments creating, securing, or otherwise governing the obligations secured by this instrument.

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