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PROTECTIVE COVENANTS

THIS DECLARATION, made this 15th day of June, 1964, by  
LA GRANGE STATE BANK, a corporation of the State of Illinois  
(hereinafter sometimes called the "Declarant"), as Trustee under Trust #205,

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described  
in Article Two of this Declaration, and is desirous of subjecting said  
real property described in said Article Two to the restrictions, covenants,  
reservations, easements, liens and charges hereinafter set forth, each  
and all of which is and are for the benefit of said property and for each  
owner thereof, and shall inure to the benefit of and pass with said property,  
and each and every parcel thereof, and shall apply to and bind the successors  
in interest and any owner thereof.

NOW, THEREFORE, LA GRANGE STATE BANK, as Trustee under  
Trust #205, hereby declares that the real property described in and referred  
to in Article Two hereof is, and shall be held, transferred, sold and conveyed  
subject to the conditions, restrictions, covenants, reservations, easements,  
liens and charges hereinafter set forth.

ARTICLE ONE

These covenants are to run with the land and shall be binding on all  
parties and all persons claiming under them unless by a two-thirds vote  
of the then owners of the lots hereinafter legally described it is agreed to  
change or modify said covenants, or any one thereof, in whole or in part.

If the parties hereto, or any of them, or their heirs, or assigns,  
shall violate or attempt to violate any of the covenants herein, it shall be

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lawful for any other person or persons owning any real property situated in said development or subdivision or any Association formed by such owner or owners to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation or to compel him or them to replace, or restore any grades for drainage or enforce any of these covenants and restrictions herein contained.

Any Property Owners' Association formed prior or subsequent to this declaration is empowered to make variations of the terms of these covenants where public policy is served, but each variation must be submitted for the individual judgment of the Property Owners' Association formed as aforesaid, regardless of its similarity to variations made in previous cases. No open violation of the covenants shall be deemed to release any of the parties from their obligations under these covenants by reason of said violation.

Invalidation of any one of these covenants by judgment or Court order, shall in nowise affect any of the other provisions which shall remain in full force and effect.

## ARTICLE TWO

Section 1. The real property which is and shall be held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and sections of this Declaration, is located in the County of Cook and State of Illinois, and is more particularly described as follows, to-wit:

Lots 1 through 82 in Carriage Way, being a Subdivision of part of the Southwest Quarter of Section 19, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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ARTICLE THREE

Section 1. The real property described herein is subjected to the covenants, restrictions, conditions, easements, reservations, liens and charges hereby declared to insure the most appropriate developments and improvements of each building site thereof; to protect the owners of the buildings erected thereon against such improper use of surrounding building sites as will depreciate the value of their property, to guard against the erection thereof of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes, to insure the highest and best development of said property, to prevent haphazard and inharmonious improvements of building sites, to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property and thereby to enhance the values of investments made by purchasers of building sites therein and buildings erected thereon.

Section 2. No lot shall be used except for residential purposes. No residence shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories or more than 30 feet in height and a private attached garage for not less than two cars, nor for more than three cars.

Section 3. No building shall be erected, placed or altered on any premises in said development until the plans therefor have been approved in writing by the Developer or Property Owners' Association as to conformity and harmony of external design with existing structures in the development. The elevation of the first floor shall be established by the Developer until such time as the approval of such elevations is to be done by the Carriage Way Property Owners' Association.

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When there are existing houses erected on each side, where practical, the elevation will be the difference between the adjacent structures. Upon completion of the development undertaken with respect to said properties hereinbefore legally described, the formation of any association to carry on shall specifically include the control of all properties in the area with respect to conformance with the restrictions and covenants herein created.

Section 4. All dwellings of one story or bi-level shall have a minimum foundation area of not less than 1600 square feet, exclusive of any garage, porch or breezeway areas; it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and minimum area substantially the same or larger. However any buildings erected on lots fronting on streets known as Scirrup Lane and <sup>Post</sup> Bridle Path Lane shall have foundation areas of not less than 2,000 square feet, exclusive of any garage, porch or breezeway areas. All dwellings of one and one-half or two story height shall have foundations of not less than 1,200 square feet area. All dimensions as measured from outside dimensions; all garage areas shall be two-car attached garages and not larger than three-car attached garages.

Section 5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no building shall be located nearer than the building line shown on plat of subdivision. No building, except as hereinafter set forth, shall be located nearer than 10 feet on one side plus 12-1/2% of the lot width on the other side. For the purpose of these covenants, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

SEE EXHIBITION BOOK ATTACHED.

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The only outbuildings to be permitted are cabanas used in connection with swimming pools which will be permitted subject to restrictions as may be established.

Section 6. All residences shall have a front yard light to be located <sup>10</sup> two feet inside the front lot line.

Section 7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. X

Section 8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time at a residence either temporarily or permanently. <sup>feet</sup>

Section 10. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. (School Signs)

Section 11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No kennel areas will be permitted. 19 162 203

Section 12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. X

Section 13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular

area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

X Section 14. All mail boxes shall be of uniform height and design as specified by the Carriage Way Property Owners' Association.

#### ARTICLE FOUR

Section 1. A side drive may be installed and constructed of concrete or asphalt, shall be solid and not ribbon type and shall conform to the grade of the existing ground. Any side drive so constructed may not extend closer than eighteen (18) inches to the side lot line. No vehicles are to be parked on any part of the lots except that part designated for driveways and/or garages; that part of the lots designated for driveways and garages shall not be used for parking of any vehicles until and unless finished with concrete or asphalt as hereinbefore stated.

Section 2. Fences may be erected to a maximum height of four feet and a minimum height of not less than three and one-half feet, and may be of wood pickets separated by openings of not less than two (2) inches, or steel chain link fencing of standard manufacture. No fence or wall shall be permitted to extend nearer to any street than the minimum building set-back line, and in the case of a corner building, set-back lines on both streets must be observed; provided, however, that a hedge or mass planting shall be permitted within the lot lines of each building site, providing that any such

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hedge or mass planting at any street intersection shall not be of a height to obstruct traffic vision or constitute a traffic hazard.

Section 3. In the event any grade is disturbed or changed by any purchaser or occupant, the Declarant, Developer or Property Owners' Association are herewith held harmless from any and all consequences to adjacent lots and such owner or occupant disturbing or changing any grade shall be considered as having violated this Declaration as provided in Article One. In the event that dirt is removed as a result of constructing a driveway and/or garage, the dirt must be removed from the lot or used as terracing immediately adjacent to the house foundation only. Trees and shrubs planted, fences, walks, etc. provided by the Declarant in Street Parkways as a part of the general plan of the development, may not be removed or transplanted by the individual purchasers. Upon completion of the development with respect to said properties hereinbefore legally described, the Property Owners' Association may provide for the care, spraying, trimming, protection and replanting of trees and shrubbery, maintaining fences, walks, etc. on all streets and in all other public places where trees and shrubbery, fences or walks have once been planted and provided, except where otherwise provided for, and the expense and costs thereof shall be paid out of the general fund of any Property Owners' Association heretofore or hereafter formed for the maintenance and preservation of the covenants and conditions created herein.

#### ARTICLE FIVE

Section 1. Lot 8 of the land herein described is presently improved with a building that is a variation of the type described herein and said Lot 8 and the improvements thereon shall not be bound by this Agreement so long as said improvement remains thereon, and that during said period of time said lot may be improved with a two-car detached garage; however

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should the improvement aforesaid on said lot be destroyed then any subsequent improvement or residence erected on said property shall comply with the restrictions contained herein.

ARTICLE SIX

Section 1. The rights reserved in this Declaration to the Declarant shall apply with equal force and effect to its successors and assigns, in connection with the maintenance and preservation of the covenants, conditions, rights and privileges created herein.

ARTICLE SEVEN

Section 1. The restrictions contained herein shall be in addition to any existing restrictions heretofore declared to exist against the property described herein.

IN WITNESS WHEREOF, LA GRANGE STATE BANK, as Trustee under Trust #205, has caused these presents to be executed by its President or Trust Officer and attested by its Secretary and its corporate seal affixed hereto at La Grange, Illinois, the day and date first above mentioned.

LA GRANGE STATE BANK,  
as Trustee under Trust #205

By *Joseph F. [Signature]*  
Trust Officer



*[Signature]*  
Secretary

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EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

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 his 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 La Grange State Bank 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, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

LA GRANGE STATE BANK  
Not Individually, but solely as Trustee  
under Trust No. 205

By *Joseph L. Green, Jr.*  
Trust Officer

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*Joseph L. Green, Jr.*

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