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04/14/0053 53 001 Page 1 of 36
2000-10-02 12:11:00
Cook County Recorder 91.00

This instrument was prepared
by and after recording should
be returned to:
Vincent Sansonetti and Assoc. Ltd.
Vincent Sansonetti
5521 N. Cumberland Ave., Suite 1109
Chicago, IL 60656



00767449

PRAIRIE HILL ESTATES
Property Index Numbers:
01-07-302-001
01-07-401-004
01-07-401-005
01-18-200-002
01-18-200-003

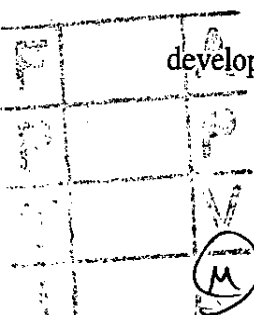
DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR PRAIRIE HILL ESTATES SUBDIVISION

THIS DECLARATION is made and entered into on the date hereinafter set forth by
Harris Bank Barrington, N.A., not personally, but as Trustee under trust agreement dated August
August 9, 2000, and known as trust number 115733 (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of certain real property as more
fully described in the schedule attached hereto and made a part hereof as Exhibit A (hereinafter
referred to as the "Property"); and

WHEREAS, the Property is being developed as a residential development and it is the
desire of the Declarant that by the recording of this Declaration, the covenants, conditions,
easements, restrictions, charges and liens created herein shall govern and control the
development and use of the Property so as to create and provide a continued means to assure



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uniformity and harmony on the Property and to preserve and maintain the ecological and aesthetic quality of the Property; and

WHEREAS, the Declarant has previously recorded the Plat of Prairie Hill Estates Subdivision; and

WHEREAS, the Declarant desires to establish a uniform set of covenants, conditions, restrictions and easements which shall govern the development and use of all the Property.

NOW, THEREFORE, the Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions, easements, restrictions, charges and liens which shall run with the Property and be binding on all persons having any right, title or interest in and to the Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. **DEFINITIONS.** The following terms as used in this Declaration shall have the following meanings:

(a) "Architectural Review Board" shall mean a committee formed within the Association whose responsibility it shall be to administrate the architectural review process which is required of each property Owner prior to commencing any construction on any Lot.

(b) "Association" shall mean the Prairie Hill Estates Property Owner's Association, an Illinois not-for-profit corporation, its successors and assigns.

(c) "Natural Resource Protection Easement" shall mean any portion of the Property designated on the Plat of Subdivision as a Drainage Easement and/or a Stormwater Detention and Natural Resource Protection Easement, subject to the provisions of Section 8 of this Declaration.

(d) "Storm Water Detention and Natural Resource Protection Easement" shall mean those improvements, including contours and grading, located upon all or any portion of the

Property and required pursuant to the approved and recorded Plat of Subdivision, the Final Engineering Plans, applicable codes and regulations of the Village, to detain and/or retain stormwater and discharge such storm water at a restricted release rate, including all fixtures and appurtenances being a part thereof or incidental thereto.

(f) "Final Engineering Plans or Engineering Plans" shall mean those engineering plans, as modified, submitted by the Declarant and approved by the Barrington Hills Village Engineer and the Village Board of Trustees in connection with the Final Plat.

(g) "Flood Plain" shall mean all those portions of the Property located in the flood hazard area as defined in Chapter 5, Title 4 Building Regulations of the Village Code, as amended from time to time, as delineated on the Plat of Subdivision.

(h) "Floor Area" shall mean as follows: For the purpose of determining the floor area ratio, the floor area of the building is the sum of the gross horizontal areas of the several floors of the building measured from the exterior faces of the exterior walls or from the center line of walls separating two buildings. The floor area of a building shall include basement floor area when more than one half of the basement height is above the established curb level or above the finished lot grade level where no curb level has been established, elevator shafts and stair wells at each floor, floor space used for mechanical equipment, except equipment open or enclosed located on the roof; penthouses, attic space having head room of 7'6" or more, interior balconies and mezzanines, enclosed porches and floor area devoted to accessory uses. However, any space devoted to off-street parking or loading shall not be included in floor area. The floor area of the structures devoted to bulk storage of materials, included but not limited to, grain elevators, shall be determined on the basis of the height and feet; i.e., 10 feet in height shall equal one floor.

(i) "Lot" shall mean any platted lot shown upon a Plat of Subdivision of the Property.

(j) "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(k) "Person" shall mean a natural person, corporation, partnership, trustee, or other legal entity capable of holding legal title to real estate.

(l) "Plat of Subdivision" shall mean the Plat of Prairie Hill Estates Subdivision filed for record in the Office of the Recorder of Deeds of Cook County, Illinois on _____, 2000 as Document No. _____ and any subsequently recorded plat of subdivision which subdivides or re-subdivides the Property or any portion thereof.

(m) "Private Street" shall mean Prairie Hill Drive or Forest Valley Court, including the cul-de-sac at the end of the road designated on the Plat of Subdivision.

(n) "Setback Lines" shall mean the lines shown on the Plat of Subdivision, within which all improvements (except boundary or paddock fences, driveways and septic fields, subject to the provisions hereof) shall be constructed.

(o) "Village" shall mean the Village of Barrington Hills, located in the Counties of Cook, Lake, Kane and McHenry, Illinois.

(p) "Village Code" shall mean the body of codes and ordinances adopted by the Village as amended from time to time.

(q) "Voting Member" shall mean the Owner or Person designated in writing to vote on behalf of a Lot Owner pursuant to Article 4 of this Declaration.

2. COVENANTS AND RESTRICTIONS RELATED TO CONSTRUCTION

OF IMPROVEMENTS. In the interest of preserving and maintaining the ecological and aesthetic quality of the Property, the following restrictions shall apply to the construction of any improvements to any Lot, except as otherwise provided herein:

(a) Until such time as all Lots have been conveyed to Lot Owners and a single-family residence has been constructed on each Lot, the Declarant shall perform all of the duties and have all the powers of the Architectural Review Board pursuant to this Declaration.

(b) Any and all construction of any manner upon the Property or on a Lot, including, but not limited to, the building or alteration of any structure, patio, whether made from wood or flagstone, deck or fence, (but specifically excluding any and all construction or alterations occurring exclusively within a structure whose exterior construction was previously approved as provided herein) and any and all alteration or removal of trees and other flora including, but not limited to, landscaping upon the property or on a Lot, shall occur only upon prior written approval of the Declarant or Architectural Review Board within the Association. The Owner of the affected Lot shall submit plans to the Architectural Review Board, such plans to provide the details of the nature and the method of proposed activities, a representation and description of the exterior of the completed residence including the location and placement of all structures, alterations and the like, the anticipated completed date, the materials and equipment to be employed, the color scheme, if any, to be used. The Architectural Review Board shall have the right to refuse to approve any such plans which, in Architectural Review Board's sole discretion, such discretion to be reasonable exercised, are deemed not to be compatible with the overall development of the Property or which will be detrimental to the value or other loss on the Property. Approval of the plans by the Village or any agency thereof shall not limit the Architectural Review Board's right to refuse to approve any such plans. The Architectural Review Board shall have the right to take into consideration the suitability of the project or activities in relation to the surroundings, the effect on the uniformity and harmony of the Property and the potential impact on the ecological or aesthetic quality of the Property.

(c) Improvements permitted to be constructed on each Lot shall be limited to the following:

- i) one-single family residence having not less than 2,000 square feet on the first story and not less than a total of 4,000 square feet in the entire residence; and
- ii) attached or detached garages neither of which shall have any doors which directly face the Private Street at the front lot line of the Lot; and
- iii) one in-ground swimming pool; and
- iv) one pool house not exceeding 1,200 square feet adjacent to an in-ground swimming pool; and
- v) one tennis court (wind breakers and lights not permitted); and
- vi) one attached or detached greenhouse; and
- vii) one guesthouse.

(d) A single horse barn or corral or both for the private and personal staling and non-commercial use of not more than two (2) horses may be constructed on any Lot. After receipt of a written request and consideration of the suitability of the Lot, the Architectural Review Board may permit the private stabling and non-commercial use of not more than five (5) horses on any lot. In the event any Owner shall purchase two or more contiguous Lots but only construct one single family residence on those contiguous Lots, then the Owner shall automatically be permitted to have the private stabling and non-commercial use of not more than five (5) horses on those contiguous Lots.

(e) All roofs shall be constructed of cedar wood shakes or cedar-shake-like tiles, or tile or slate or copper, or architectural series asphalt or fiberglass shingles and shall be of natural wood color or earth-tone color.

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(f) . All corral fences shall be constructed of either natural, unpainted or of brown or black stained or painted cedar split rail or planks boards with a maximum of four horizontal split rails or planks between each post an not to exceed six (6) feet in height. Pvc fencing may be allowed with approval of Review Board.

(g) All improvements shall be constructed within the Setback Lines, except for boundary and or paddock fences, driveways and seepage fields.

(h) Outdoor lighting, whether ornamental or for security, shall be of incandescent lights only and shall be of a nature and intensity reasonably related to the purpose being served and shall not be an annoyance to neighboring residents. The design, layout and intended hours of use of all outdoor lightning shall be subject to the prior approval by the Architectural Review Board.

(i) The following improvements are prohibited on all Lots:

- i) gatehouses and guardhouses and school bus waiting structures;
- ii) tool sheds or utility sheds;
- iii) boat houses;
- iv) above ground oil or gas tanks for heating or fuel; and
- v) all other buildings, structures and other improvements, except those specifically permitted herein, and except such improvements which in the sole discretion of the Architectural Review Board, are reasonably related to the improvements specifically permitted above, are compatible with the overall development of the Property, and are not detrimental to the value of other Lots on the Property.

(j) Submission Requirements to the Architectural Review Board. The following shall be submitted in duplicate to the Architectural Review Board:

- i) A site plan prepared by a registered engineer or surveyor showing existing

and proposed grades, the location of the proposed Structures, drives and other improvements on the Lot;

- ii) A rendering of the exterior of the proposed Structures showing all sides and the roof prepared by a registered architect;
- iii) A complete description of exterior building materials and colors including actual samples of brick and roofing;
- iv) A construction schedule; and
- v) A review fee, to defray expenses, in an amount not to exceed Five Hundred and No/100ths (\$500.00) Dollars.

The foregoing shall be submitted to the Architectural Review Board for approval or disapproval. A report in writing setting forth the decision of the Architectural Review Board, and the reasons therefore, shall thereafter be transmitted to the applicant within thirty (30) days after the date of filing the plans, specifications, and other material by the applicant. The Architectural Review Board, following the submission of the aforesaid, will aid and assist the prospective residents, or their agents, and will attempt to reasonably cooperate with the reasonable objectives of the Owner. Owners are encouraged to submit preliminary sketches for "informal comment" prior to the submittal of architectural drawings and specifications for full review. In the event that either:

- (a) the Architectural Review Board fails to approve or disapprove within sixty (60) days after submission, the final plans, specifications, or other material, as required in this Declaration; or
- (b) no suit to enjoin construction has been filed by the Association within sixty (60) days after commencement of construction in violation of this Article 2. for the Structure or improvement only, shall be deemed waived, provided, however, that all other provisions of this Declaration are fully complied with. The Architectural Review Board may in its discretion wave any of the provisions of this, provided the Owner demonstrates circumstances which are unique or will

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cause undue hardship, and demonstrates further that such waiver will have no detrimental effect on the value of other Lots and will not be incompatible with the other Lots and the surrounding Property. No such waiver shall entitle any other owner to a waiver of any of the foregoing restrictions.

(k) Accountability: The builder for each Lot shall designate a construction superintendent at the start of construction who will be responsible for supervising adherence to these Construction Regulations and the ordinances and regulations of the Village.

(l) Builder Deposits: Prior to commencement of residential construction activities, the builder shall post with the Declarant or the Association deposit in a sum to be determined by Declarant or the Association, but not less than One Thousand and No/100ths (\$1,000.00) Dollars, to ensure that the road and the building site in the vicinity of construction is maintained in a clean and orderly manner. This deposit will be returned, less any cleanup costs incurred by the Declarant or the Association if the builder fails to keep the roads and construction site clean, upon completion of construction.

(m) Landscaper Deposit: Prior to installation of landscaping associated with the construction of a residence or other substantial landscaping on each Lot, the landscaper shall post with Declarant or the Association a One Thousand and No/100ths (\$1,000.00) Dollar deposit to ensure that the roads are kept clean and that the area in the vicinity of construction is maintained in a clean and orderly manner and restored as necessary upon completion. This deposit will be returned, less any cleanup costs or restoration costs incurred by the Declaration of the Association, upon completion of landscape installation.

(n) Cleanliness: Throughout the course of construction, the job site shall be maintained in a clean and orderly manner. All trash and debris shall be promptly deposited in a dumpster located as unobtrusively and accessibly as possible on the site. The burning of trash

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and debris shall be prohibited. The road surface in the vicinity of the job site shall be kept clean of mud, trash and debris at all times. Violation of cleanliness regulations will result in forfeiture of builders' and landscapers' deposits, and other remedies will be promptly pursued.

(o) Lot Clearing: Except for the clearing of buckthorn, no clearing of trees or brush shall be initiated until construction plans have been formally approved in writing by the Declarant or the Association, the builder's deposits have been posted, and a building permit has been issued by the Village. All trees marked for preservation on the site plan must be protected with barriers to avoid compaction over the roots and physical damage. Logs, stumps and brush shall be immediately removed from the job site. No trees having a diameter of more than 3 inches at 5 feet above the ground shall be removed without the consent of the Association except where necessary for the placement of buildings, driveways and walkways, provided, however, that buckthorn may be removed without the consent of the Association.

(p) Construction Area: All construction, including access by construction vehicles and equipment, shall be confined to the boundaries of the Lot under construction. Adjacent Lots shall not be used for parking, storage or access.

(q) Construction Parking: All construction personnel shall park their vehicles either on the residential site under construction or on the roadway in the immediate vicinity. Vehicles shall not be parked on the grass or on adjacent Lots, to prevent damage to the grassed areas along the road.

(r) Excavation: Dirt excavation for Basements that is temporarily stored on the Lot during foundation construction shall not be placed over the roots of trees intended to be preserved in order to avoid soil compaction and root damage.

(s) Construction Materials: Storage of construction materials on the Lot shall be done in a neat and orderly manner at a distance of at least thirty (30) feet from the pavement edge.

Materials shall not be stored on the road or on adjacent sites even if vacant.

(t) Portable Toilet: The builder shall provide a portable toilet at the Lot located so as not be visible from the road. Construction personnel shall use this portable toilet exclusively at the Lot.

(u) Construction of Signs: The builder may erect one (1) sign consistent with Village sign regulations identifying the builder's name during the construction of a dwelling unit.

(v) Schedule: Once started, construction shall be prosecuted on a continual basis with completion as soon as practical but, in any event, within twelve (12) months. The Owner may, however, under reasonable circumstances as determined by Declarant or the Association, seek no more than two consecutive six (6) month extensions of this limitation provided that the Owner complies with the time limitations contained in the Village Ordinances.

(w) Building Exteriors: No aluminum, vinyl, or masonite (excepting stucco used in an English Tudor or similar design) exterior siding, fascia or soffits shall be incorporated in or used in the construction of any dwelling unit located upon any Lot. All Structures shall be constructed of exteriors consisting of brick, stone, cedar, redwood, stucco, dryvit or any combination thereof. At least seventy-five percent (75%) of the exterior walls shall be of a single material. No other form or type of exterior material shall be used without the prior written consent of Declarant or the Association. Nothing in this Section 2 shall be construed to limit or restrict the use of aluminum gutters, down spouts, storm doors, and storm window systems on the exterior of any dwelling unit. Exterior window and door shutters may be constructed of wood, vinyl, aluminum, or similar materials.

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(x) Roof Pitch: The minimum roof pitch visible from the front of each house which is facing the Private Street is 5/12.

(y) Variation of Front Elevations: No two dwelling units of substantially similar or identical front elevation or façade shall be constructed. A change of front elevations or facades shall be deemed to exist when there is a substantial difference in roofline, type and location of windows, and kind and arrangement of materials.

3. COVENANTS AND RESTRICTIONS RELATED TO USE AND OCCUPANCY. In the interest of further preserving and maintaining the ecological and aesthetic quality of the Property, the following covenants and restrictions shall apply to the use and occupancy of the Property:

(a) No residence constructed upon a Lot shall be used to house more than one family, as the term "family" is defined by Village Code.

(b) No noxious, offensive or unsightly activity shall be conducted upon the Property or any Lot, including, but not limited to, the operation of power tools or the like at other than reasonable hours, the stockpiling of manure, the erection of a flag pole exceeding thirty (30) feet in height or a flag larger than eight by ten (8X10) feet in size or is other than a flag of the United States or State of Illinois or the burning of trash or garbage at any time; nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

(c) No part of the Property shall be used or caused to be used, or authorized in any way, directly or indirectly, for the conduct of any commercial, manufacturing, mercantile, storage, vending or other non-residential purpose. This shall not, however, prohibit any Owner from maintaining a home occupation in a manner consistent with the Village Code.

(d) No livestock, poultry, or goats, sheep, bees, fowl, the like, or more than four dogs and four cats over four months of age, shall be kept or maintained on the Property.

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(e) The stabling or corralling or both of not more than two (2) horses (or five (5) horses as provided for in Article 2 (c) above) shall be permitted.

(f) No sign, billboard, or advertising device of any character shall be erected or maintained upon any part of the Property or on any Lot, except that one "For Sale" sign, may be placed on a Lot being sold by an Owner or its Agent. Notwithstanding the foregoing, one sign indicating the name and/or address and/or phone number of an Owner, measuring no more than one square foot, or conforming to such other uniform identification standards as may be adopted by the Association, may be placed upon the Lot, such sign to be maintained in good repair by the Owner.

(g) The erection of any new structure and the re-erection or repair of any structure shall be completed as quickly as practicable. All unused building materials and temporary construction shall be removed from the Property within thirty (30) days after substantial completion of the construction. Any Lot upon which excavation and construction work is completed shall be finish-graded and landscaped as soon as the construction and weather permits, all in a manner similar to what existed prior to commencement of excavation and construction work, or as soon as otherwise approved by the Declarant or the Association.

(h) No Owner shall install any plantings, fencing, patios, or other landscaping treatments, which interfere with any swale lines or ditches. No Owner shall alter the rate or direction of flow of water by impounding water, changing grade, blocking or redirecting swales or ditches or otherwise, except as approved by the Architectural Review Board, the Village Engineer or any agency having jurisdiction over the Property. No structures shall be located in the Flood Plain.

(i) Garbage cans and other refuse containers shall be kept in garages or other enclosed places adjoining the residence or garage except for those days on which pickup service

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is scheduled. Every Owner shall promptly dispose of all refuse and garbage so that it will not be objectionable to neighboring Owners. No mobile home, boat, trailer or unlicensed vehicle shall be parked habitually on or adjacent to any Lot unless such vehicle shall be stored in the garage or screened from off-Lot view with materials approved by the Architectural Review Board. No automotive repairs shall be conducted except in the confines of a garage.

(j) No windmills or external radio or television towers or antennae shall be constructed or installed on any Lot, included roof mounted antennae. Antennae located in an attic or enclosed roof area shall be permitted. Solar heat collection panels shall only be permitted on the ground if they shall be screened or enclosed in such a manner so that they cannot be seen from any; Private Street nor be objectionable to neighboring Lots and which has been approved by the Architectural Review Board. Subject to Village Ordinance, one satellite dish shall be permitted on each Lot or on the roof, but shall be screened from off-Lot view by a means approved by the Architectural Review Board.

(k) Each Lot shall be responsible for the control of exotic weeds as defined in the Illinois Exotic Weed Act, 525 I.L.C.S. 10/1 et.seq., as amended and other undesirable vegetation located upon his Lot, and shall promptly treat any diseased tree or other vegetation. Plantings located more than 50 feet from the residence shall not be trimmed so as to alter their natural shape.

(l) Driveways: No residence shall be erected or permitted on any Lot unless in conjunction therewith there is constructed a driveway (including for proper drainage any culvert specified on the Plat) measuring at least ten (10) feet in width and running from the street paving to the building line. Before commencement of any construction of any kind whatsoever, there shall be installed across the proposed driveway a culvert conforming as to size, length and type of material with the minimum standards specified by the Village Engineer. No culverts shall be

laid in ditches by the Owner, other than for driveways, and no driveways shall be constructed tying to Bateman Road, unless approved by the Village Engineers. Notwithstanding the foregoing provisions of this subparagraph (1):

(m) No outdoor clothesline or other laundry drying or bleaching equipment shall be Allowed on any Lot at any time.

(n) All equipment used in-clearing, excavation or construction, not rubber-tired, shall only be loaded and unloaded within the boundary lines of each Lot. No truck or commercial vehicle shall be permitted upon any Lot except when said truck or commercial vehicle is actually delivering or unloading personal property to and from the premises. No private vehicles shall be continuously parked on the street or roadway, but shall be kept on the driveway of the Lot or in the garage, it being the intention to prevent obstruction of the street by continuous parking thereon.

(o) No Lot may hereinafter be used for more than one single-family residence and one guesthouse, and no part less than the whole thereof shall be sold or conveyed.

(p) No obstruction, diversion or pollution of any brook, stream or lake shall be suffered or permitted.

(q) There shall be no aboveground swimming pools.

(r) No hunting, setting of traps, of the like shall be permitted upon the Property.

4. PRARIE HILL ESTATES PROPERTY OWNER'S ASSOCIATION.

Declarant has incorporated or hereafter will cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation for the purpose of exercising the functions specified in this Paragraph 4. Said corporation shall be named Prairie Hill Estates Property Owner's Association. (the "Association").

(a) Association Purpose: For the purpose of maintaining, improvement and repairing the Private Street and entryways to the Private Street, lighting of the Private Street, if any, the stormwater management system on the Property, landscaping, and for the purpose of providing common community services of every kind and nature required or desired within the whole Subdivision for the general use and benefit of all Lot Owners, each and every Lot Owner, in accepting a deed for any Lot in the Prairie Hill Estates Subdivision, agrees to and shall be a member of and be subject to the obligations and duly enacted Articles and ByLaws of the Association, and obligated to the duly levied assessments of the Association.

(b) Board of Directors: The Association shall have a Board of Directors composed of three (3) members (or such other number designated by the Board) to be selected in accordance with the procedures set forth in the Articles of Incorporation and By-Laws of the Association.

(c) Association Responsibilities: In the event that the Owner of any Lot shall fail to maintain his Lot and any improvements situated thereon in accordance with this Declaration, the Association shall have the right, buy and through its agents, employees or contractors, to enter upon said Lot and repair, mow, clean and perform such other acts as may be reasonably necessary go make such Lot and improvements situated thereon, if any, conform to the requirements of this Declaration. The cost therefore to the Association shall be added to and become a part of the assessments to which said Lot is subject. Neither the Association nor any of its individual members, its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

(d) Association By-Laws: The Association may adopt such By-Laws, not inconsistent with the provisions of this Declaration, as are necessary to fulfill its functions. Unless and until such By-Laws are adopted, this Declaration shall serve as the By-Laws of the Association. The fiscal year of the Association shall be determined by the Association, and may

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be changed from time to time as the Association deems advisable. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of the Owners pursuant to this Declaration.

(e) Association Membership: Each Owner, with respect to each Lot or Lots owned by such Owner, shall be a member of the Association so long as such Owner is an Owner of a Lot. Said Owner's interest in such Lot or Lots is referred to herein as "Lot Ownership." If an Owner owns two or more Lots upon which there is located or intended to be located one residence, said Owner shall be deemed to have one Lot Ownership for all such Lots in the aggregate. Ownership of a Lot shall be the sole qualification for membership. An Owner's membership shall automatically terminate when such owner ceases to be an Owner of a Lot. Upon the conveyance or transfer of an Owner's Lot to a new Owner, the new Owner shall automatically and simultaneously succeed to the former Owner's membership in the Association. Such succession of interest shall not, however, relieve the former Owner of such former Owner's obligation for any assessments which were levied or became due while such former Owner was a Lot Owner under this Declaration.

(f) Association Voting Rights:

i) There shall be one person with respect to each Lot Ownership (regardless of the number of Lots comprising such Lot Ownership) who shall be entitled to vote at any meeting of the Association ("Voting Member"). The Voting Member may be the Owner or may be a Person designated in writing by such Owner to act as proxy on such Owner's behalf and who need not be an Owner. Such designation shall be made in writing by the Owner to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner. It shall be the obligation of each Owner to

furnish written notice to the Board of the current mailing address of the Owner and the Voting Member, if different from the Owner, for the purpose of receiving notice signed by all Persons constituting aggregate fee simple ownership of the Lot. In any case where the Lot Ownership is vested in more than one Person, the Voting Member and the vote of such Owner shall be determined among such Persons as they may see fit, but not more than one (1) vote, and no fractional votes, may be cast on behalf of any Lot Ownership.

ii) During any period in which an Owner is in default in the payment of any assessment or special assessment levied by the Association pursuant to this Declaration, the Voting rights of such Owner shall be suspended, and the Association shall further have the right to suspend any or all services to such Owner until such default is cured. However, services related to easements and other common areas located on the Lot of said defaulting owner shall continue to be maintained.

(g) Meetings:

i) Location/Quorum: Meetings of the Voting Members shall be held at the Property, or at such other reasonable location in any of the Counties of Cook, Lake, McHenry, or Kane, Illinois, as may be designated in any notice of a meeting. The presence in person or by written proxy at any meeting of the Voting Members having at least fifty-one percent (51%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting. All meetings of the Voting Members shall be open to all Owners. Withdrawal of a Voting Member from any meeting shall not cause failure of a duly constituted quorum at that meeting.

ii) Annual Meeting: The initial meeting of the Voting Members shall be held within sixty days of the date when the Association is to be turned over to the Owners as set forth in Article 15 of this Declaration, upon not less than fourteen (14) days written notice given by Declarant. Thereafter, there shall be an annual meeting of the Voting Members during the first quarter of each calendar year at such reasonable time and date as may be designated by written notice of the Board delivered to the Voting members not less than thirty (30) days prior to the date fixed for such meeting.

iii) Special meetings: Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other purpose. Such meetings shall be called by written notice authorized by a majority of the Board or by the Voting Members having one-third (1/3) of the total votes and delivered not less than four (4) calendar days prior to the date of the meeting, or such longer period as may be specifically required by this Declaration. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

iv) Notice of the Meetings: Notice of meetings required to be given herein shall be delivered either personally or by mail to the voting members, service of such notice, or to the Owner at the address of the tax assessee of record for such Lot, if no other address has been given to the Board.

(h) Board of Managers:

i) For purposes of incorporating the Association, Declarant may select an initial Board of Managers consisting of Persons who may or may not be Owners to serve in such capacity until the initial meeting of the Voting Members and the election of a Board of Managers at said meeting.

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- ii) At the initial meeting of the Voting Members, and at each annual meeting thereafter, a Board of Managers consisting of three (3) Owners, or the total number of Owners then existing (whichever is less), shall be elected by a majority of the Voting Members, each to serve a term of one (1) year and until his or her successor is elected and qualified. Board members shall serve the Association without compensation.
- iii) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members and who shall be the chief executive officer of the Board and the Association, and a Secretary-Treasurer who shall keep the minutes and records of the Board and the Association and perform all the usual functions of a Secretary and Treasurer.
- iv) Vacancies in the Board of Managers caused by any reason shall be filled by a vote of the Voting Members at a special meeting called for that purpose.
- v) At any meeting of the Voting Members duly called, any one or more of the members of the Board of Managers may be removed with or without cause by a majority of the Voting Members and a successor may then and there be elected to fill the vacancy thus created. Any such member whose removal has been proposed shall be given an opportunity to be heard at the meeting.
- vi) Except as otherwise expressly provided in this Declaration or in the By-Laws of the Association, the Board shall act by the majority vote of its members present at meetings called from time to time as a majority of the Board may determine. The majority of the Board shall constitute a quorum. No meetings may be held without notice to all members of the Board which shall also set forth specifically the business to be conducted. All Board and Committee meetings shall be open to the Owners and the Voting Members. Anything herein to the contrary notwithstanding, any action authorized

herein to be taken by the Board at a meeting pursuant to notice may be taken by informal action consisting of a written resolution signed by all of the members of the Board and setting forth the action taken or authorized and waiving notice of a meeting and agreeing to the use of the informal procedure hereby authorized.

(i) Powers and Duties of the Board and Managers: The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things that are not by this Declaration or the Association's By-Laws directed to be exercised by the Owners, including, without limitation, the following

- i) To provide for the management, improvement, maintenance, repair, renewal, replacement and rehabilitation of the Private Roads and Detention Basins so that they function as required by the Plat of Subdivision and Final Engineering Plans.
- ii) To provide for the maintenance repair, care and periodic cleaning of all catch basins located on the Property, to ensure the proper flow of water.
- iii) To cause to be prepared the annual budget covering the estimated cost of all required operations of and all other expenses in connection with the Association; to levy an assessment against each Owner for such Owner's proportionate share thereof; to levy any further and additional assessments from time to time during the year pursuant to this Declaration, and to notify each Owner of the annual budget, the annual assessment, and any special assessments against such Owner's Lot, and to collect the same, all in accordance with this Declaration; the first purchaser of each lot shall pay to the Association the sum of one thousand dollars(\$1,000.00) as an initial assessment, said amount being for the working capital of the Association and shall be due at the consummation(closing) of the transaction.

iv) To procure and maintain such public liability, workers' compensation, fidelity, directors, and officers' liability and other insurance in such amounts and insuring the Owners of the Association, and the Board against such risks as the Board may in its discretion deem appropriate, provided, however, that in no event shall comprehensive general liability insurance coverage be in an amount less than One Million Dollars,

and (\$1,000,000.00) for each Person and each occurrence;

v) To deposit from time to time to the credit of the Association funds in savings, money market and checking accounts in such banks, trust companies, or other registered depositories as the Board may select;

vi) To authorize any officer or officers, agent or agents, of the Association to enter into contracts or to execute and deliver instruments in the name of and on behalf of the Association;

vii) To keep correct and complete books and records of account and minutes of the proceedings of the Board and committees having any of the authority of the Board.

All books and records of the Association may be inspected by any Owner, Voting Member or member of the Board, or his or her agent or attorney, for any proper purpose at any reasonable time;

viii) To provide to the holder of a first mortgage on any Lot upon written request, written notice of any default by the Owner of such Lot in the performance of any obligation under this Declaration which is not cured within thirty (30) days. This provision may not be amended without the written consent of all holders of first mortgages on the Lots; and

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- ix) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Owners by the By-Laws or this Declaration.
- (j) Architectural Review Board: An Architectural Review Board shall be established by the Association for the purpose of reviewing all architectural, engineering and landscape plans in order to establish compliance by the Owner with the terms of this Declaration prior to, during Managers and shall consist of three (3) people. One party shall be the Declarant or its designated representative, one party shall be an Owner of a Lot and one party shall be a registered, licensed and practicing architect in the State of Illinois ("Architect"). After Declarant and its individual partners no longer own any Lots or sooner upon Declarant's request, the Architectural Review Board shall consist of two (2) Owners of Lot and an Architect.
- (k) Indemnity of Board Managers and Architectural Review Board: The members of the Boards and the officers thereof shall not be liable to the Owners or any mortgage holder for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such Board members or officers on behalf of the Lot Owner(s) or the Association unless such contract is made in bad faith or contrary to the provisions of this Declaration.
- (l) Board's Determination Binding: In the event of any dispute or disagreement between the owners relating to any question of interpretation or application of the provisions this Declaration or the By-Laws of the Association, the determination thereof by the Board shall be final and binding on each and all of such Owners.

5. **COVENANTS AND RESTRICTIONS RELATED TO UTILITIES AND UTILITY INSTALLATIONS.** The rights and duties of the Owners of the Lots within the

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Property with respect to utility service connections, included but not limited to, storm sewer, water, electric, gas and telephone and television lines and related facilities shall be governed by the following:

(a) Initial installation of utility lines in the Private Streets (as designated on the Plat of Subdivision) as necessary to serve the Lots shall be the responsibility of and performed by the Declarant. These utility lines shall include those of Ameritech, Northern Illinois Gas Company, Commonwealth Edison and community antennae television companies (the "Utility Companies"). Such installations shall be underground, contained entirely within the rights-of-way designated for the Private Streets, and otherwise be conforming with the Village Code. The Declarant shall take all reasonable precautions during the initial installations so as not to cause any undue damage to existing mature trees and any other natural features located in the same right-of-way or adjacent thereto. The Declarant shall provide reasonable advance notice of any installation to any Owner so affected and shall repair, replace or relocate any such natural feature damaged during construction.

(b) Utility connection service from the utility lines buried in the right-of-way aforementioned to the individual residences shall be at the expense of the respective Lot Owners. In the event a utility service connection serves more than one Lot and an Owner bears the cost of repairing, replacing or maintaining the same, the Owner of such Lots as are benefited thereby shall promptly pay such Owner their proportionate share of such costs as determined by the number of Lots benefited by the same.

(c) Wherever utility service connections are within the Lot served, the respective utility company or the governmental unit or agency, and its respective agents, employees and authorized independent contractors, shall have the right and license to enter upon any Lot to the extent necessary for the purpose of inspecting, maintaining, repairing and replacing, as may be

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required, the utilities within the utility company or governmental unit or agency's jurisdiction, and shall not thereby be guilty of trespass, provided that such entry shall be reasonable and any damage caused during such entry is repaired. If such entry is made for purposes of exercising the rights created therein, the Owners of such Lots as are benefited thereby shall promptly pay their proportionate shares of such costs as determined by the number of Lots benefited. Maintenance and repair of the utility services within each Lot shall be the responsibility of the Owner or Owners of the Lots benefited thereby.

6. **COVENANTS AND RESTRICTIONS RELATED TO MAINTENANCE AND REPAIR OF PRIVATE STREETS.**

(a) Initial installation of paved roadways within the Private Streets established on the Plat of Subdivision shall be the responsibility of and performed under the supervision of the Declarant. The Declarant shall take reasonable precautions during such initial installations so as not to cause undue damage to existing mature trees and any other natural features located in the said rights-of-way or adjacent thereto. The Declarant shall provide reasonable advance notice of any such installation to any Owner so affected and shall repair or replace any such natural feature damage during construction.

(b) After such initial installation, the maintenance and repair of the Private Streets shall be the sole responsibility of, and shall be administered by, the Association; subject, however, to Subparagraph 6 (c) herein. In the event it shall become necessary to remove snow from, or to repair, maintain or rebuild any portion of, the surface area of the Private Streets for any reason and from any cause whatsoever including any street cleaning of Forest Valley Court and/or Prairie Hill Drive necessary as the result of its use by agricultural vehicles (for convenience collectively called "maintenance"), the obligation and the expense of such maintenance shall be shared equally, with the Owner of each Lot paying its prorata share of such

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obligation and expense. If and when any two Lots in the Subdivision are developed in such a manner as to only accommodate one single family residence on those two respective Lots as defined by the village code, then those two Lots shall be considered as one Lot for purposes of proration of maintenance costs of the Property or other assessments as provided for in Paragraph 7 herein and the Owner of such two (2) Lots shall be considered to have only one (1) Lot ownership for the purposes of Paragraph 4 hereof.

(c) The obligation of the Association for maintenance shall not extend to maintenance expenses occasioned or caused by the negligent or willful misuse or abuse of the Private Streets attributable to any Lot(s) Owner(s), their families, guests, contractors or invitees. In such event, the expenses incurred as the result of such misuse or abuse shall be charged to the Owner(s) responsible. Each owner shall also, upon issuance of a building permit by the Village, make a cash contribution to a roadway reserve fund maintained by the Association, in accordance with a formula established by the Association, which contribution shall take into account the long-term damage to the Private Streets caused by the construction activities of such Owner.

(d) There shall be no obstructions to the Private Streets, and there shall be no overnight or habitual parking on the Private Streets.

7. **COVENANTS FOR ASSESSMENTS BY THE ASSOCIATION.** The Owners of Lots on the Property shall be assessed on a per-Lot Ownership basis for the following costs and expenses which have been, will or may be incurred for the benefit of the Owners. No Lot Owner shall be exempt from paying assessments by reason of the fact that the Lot has not yet been improved. Such assessments shall be paid to the Association upon thirty (30) days written notice of the assessment to an Owner. If the assessment is not paid when due the assessment shall become a lien against the Property of such nonpaying Owner and shall be collectible in a

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foreclosure or other legal or equitable proceeding; and the delinquent assessment or other obligation shall bear interest from the due date at an interest rate of one and one-half percent (11-1/2%) per month, or maximum rate allowable by law, whichever is less. The costs and expenses, including reasonable attorneys' fees, of such a proceeding shall be assessed against the nonpaying Owner. Such lien shall be subordinate to the lien of any bona fide first mortgage or trust deed on any such Lot. Assessments shall be made for the following costs and expenses:

(a) The costs and expense of any insurance deemed desirable, reasonable and necessary by the Association. All such insurance shall name the Association and any other appropriate parties as beneficiaries including, if appropriate, the Lot Owners. The existence, if any, of the above insurance shall not be construed as imposing any liability upon the Owners for acts occurring on or in connection with the Property.

(b) The cost and expense of the Association of enforcing and complying with the terms and provisions of this Declaration and its Articles of Incorporation and By-Laws and of maintaining the Association.

(c) The cost and expense of maintaining, repairing and replacing the Private Streets as more fully described, and subject to the restrictions, terms and provisions of Article 6 hereof.

(d) Any and all other costs and expenses of the Association incurred for the benefit of all Owners and approved in accordance with the By-Laws of the Association, and as amended from time to time.

8. **DECLARATION OF STORM WATER DETENTION AND/OR NATURAL RESOURCE PROTECTION EASEMENT.**

(a) Declarant hereby declares and establishes perpetual Drainage Easement and Stormwater Detention and/or Natural Resource Protection Easements, across and upon those portions of the Property depicted and designated on the Plat of Subdivision as Drainage

Easements and Stormwater Detention and Natural Resource Protection Easements (“Natural Resource Protection Easements”).

(b) The Natural Resource Protection Easements are declared and granted for the benefit of the Property to the Village and the Association, subject to the restrictions set forth in this Declaration, for the purpose of providing drainage from Prairie Hill Estates Subdivision.

(c) The Natural Resource Protection Easement shall run with the land and no Owner of any Lot containing such easements shall make any improvements to such portion of said Owner’s Lot that shall impede the purpose set forth above.

(d) The following maintenance activities shall be performed by or at the direction of, and at the expense of, the Association on an annual basis:

(i) Whenever necessary, but no less than once every year, the catch basins and under drains and other stormwater management structures in the Natural Resource Protection Easement, shall be inspected and cleaned to ensure free and clear operation.

(ii) The culverts in the Natural Resource Protection Easement throughout the Property shall be kept clear of debris and vegetation in order to allow the drainage system and retention basin to function properly.

(e) Following the initial installation of the subdivision drainage and landscaping improvements pursuant to plans approved by the Village, no vegetation shall be planted in or removed from any area of the Natural Resource Protection Easement without the approval of the Association, who shall have determined that: (i) any new plantings are native plants that are compatible with existing plantings; (ii) any plantings to be removed are either diseased or dead or are invasive non-native species such as buckthorn that are incompatible with other vegetation, provided that the burning of native plants shall be allowed for conservation purposes; and (iii) the Village Engineer has determined that such new plantings or the removal of plantings will not

impair the proper drainage of the Property. Any vegetation removed from Natural Resource Protection Easement shall be flush-cut in order to prevent erosion and shall be replaced by appropriate erosion-preventive vegetation.

(f) The Stormwater Detention and Natural Resource Protection Easement on Lots 8,9,15,16 and 17 shall be maintained by the owners of said lots.

9. DECLARATION OF EQUESTRIAN EASEMENT.

(a) Declarant hereby declares and establishes an easement over, across and upon those portions of the Property depicted and designated on the Plat of Subdivision as Equestrian Easement ("Equestrian Easement").

(b) The Equestrian Easement is declared and granted for the benefit of the Lot Owners and Members of the Riding Club of Barrington Hills, its successors and assigns, subject to the restrictions set forth in this Declaration, for the purpose of riding a horse or pony without a carriage across and within the boundaries of the easement. The Equestrian Easement is restricted to use by the Members of the Riding Club of Barrington Hills and their guests and invitees, which must be accompanied by such Member. However, the Declaration of the Equestrian Easement shall not be construed as to grant any member of the public general access to the Equestrian Easement.

(c) Except as necessary for use of the Equestrian Easement for its intended purpose, the condition thereof shall be maintained in its present state. The Riding Club of Barrington Hills, its successors and assigns, shall be permitted limited access to the Equestrian Easement for the purpose of establishing and maintaining a single horse trail within the Equestrian Easement, by clearing dead or diseased vegetation and small trees, bushes and undergrowth as permitted by the Lot Owner. The permission of the Lot Owner shall not be unreasonably withheld for such

clearing necessary to the maintenance of a reasonably passable single horse trail within the Equestrian Easement.

(d) The Equestrian Easement shall run with the land and no Owner of any Lot containing such easement shall make any improvements to such portion of said Owner's Lot that shall impede the purpose set forth above. In the event the Barrington Hills Riding Club ceases to exist or abandons its current mission, the Village of Barrington Hills shall designate the successor grantee of the Equestrian Easement, with the consent of Declarant whose consent shall not be unreasonably withheld.

10. **PRIVATE STREETS.**

The Owners shall be responsible for the maintenance of any portion of their respective Lot which lies in a Private Street Easement, but which is not covered with paved road.

11. **RIGHTS OF THE VILLAGE.**

(a) In the event that Declarant, the Association, or any Owner fails to enforce any and all covenants, easements, or restrictions now or hereafter imposed by the conditions of this Declaration relating to the Natural Resource Protection Easement, and the Village, in its sole discretion, determines that said failure may pose a risk to the health, safety or welfare of the community, the Village shall have the right, but not the obligation, to enforce, by a proceeding at law or in equity, including an action for specific performance, any and all covenants, conditions, easements, restrictions, or liens relating to the Natural Resource Protection Easement now or hereafter imposed by the provision of these Covenants. The Village shall, in its sole discretion, also have the right to enter upon Natural Resource Protection Easement or the Private Streets as set forth on the Final Plat and correct the failure to comply by performing all work necessary and by supplying all materials necessary to ensure uniform and continued compliance with this Declaration.

(b) In the event the Village performs such work, the cost incurred by the Village as a result thereof upon recordation of a notice of lien within sixty (60) days of completion of such work by the Village, shall constitute a lien against all of the Lots in an equal prorata amount (or upon the individual Lot or Lots whose Owners the Village determines are solely responsible for the work performed by the Village), which may be foreclosed by an action brought by or on behalf of the Village. The Village shall have all of the remedies in collecting unpaid sums due hereunder as granted to the Association under Article 7 hereunder.

(c) The failure, if any to enforce any provision hereof shall not operate or be construed as a waiver of any action regarding any subsequent breach. Compliance with the provision of this Declaration shall not relieve any Owner, the Association or Declarant from compliance with any applicable provisions of the Village Code or any other applicable law or governmental regulations.

13. **COVENANTS TO RUN WITH THE LAND.** Each Owner of a Lot and all subsequent Owners thereof, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, shall be deemed by such action to covenant and agree to be bound by each and every covenant, condition, easement, restriction, charge and lien recited herein applicable to such Lot, and each Owner shall further thereby become a member of the Association and shall become subject to the rights, interest and duties of such membership, in accordance with the By-Laws of the Association.

14. **RIGHTS OF THE DECLARANT TRANSFERRED TO THE ASSOCIATION.** The rights, interest and duties of the Declarant in this Declaration shall be conveyed to the Association upon such time as fifteen (15) Lots of the Property have been conveyed, or upon the fifth anniversary date from the date this declaration is first recorded, or upon a notice of transfer of control from Declarant to all Lot Owners, whichever shall first occur.

15. **ENFORCEMENT.** The Declarant, the Association, the Village and the Owners shall each have a right singularly or collectively to enforce, by any proceeding at law in equity, including an action for specific performance, any and all covenants, conditions, easements, restrictions, or liens now or hereafter imposed by the provisions of such Declaration, provided, however, that the Village's enforcement powers shall relate solely to matters involving the Natural Resource Protection Easement and the provisions of Section 3(h) of this Declaration.

In the event that the Declarant, the Association, or any Owner shall fail to enforce any and all covenants, conditions, easements or restrictions now or hereafter imposed by the conditions of this Declaration relating to the Natural Resource Protection Easement, the Village shall perpetually, at its sole discretion, have the right to enter upon any of the Natural Resource Protection Easement or Private Streets set forth on the Plat of Subdivision and correct the failure to comply by performing all work necessary and by supplying all materials necessary to ensure uniform and continued compliance with this Declaration. The Village shall also have the right to submit a statement to the Association, Declarant or Lot Owner or any combination of the foregoing, outlining the charges for the materials used and work performed. These charges, together with interest, costs, late charges and reasonable attorney fees, shall be, at the Village's option, a lien on the lot against which such charges are made, such lien to be subordinate to the lien of any bona fide first mortgage or trust deed on such Lot, and such lien shall also be the personal obligation of the Lot Owner to satisfy the charge. Such lien shall also be a lien and personal obligation against the Declarant or the Association such lien to be subordinate to the lien of any bona fide first mortgage or trust deed on such Lot. No Lot shall be sold, transferred or conveyed by any Owner without all such corrective and enforcement charges having been paid in full, whether or not a lien has been filed or recorded for the charges. The failure, if any, to enforce any provision hereof shall not operate or be construed as a waiver of any action

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regarding any subsequent breach. Compliance with the provisions of this Declaration shall not relieve any Lot Owner, Association or Declarant from compliance with applicable provision of the Village Code or any other applicable law or governmental regulation.

16. **SEPARABILITY**. If any portion of this Declaration shall be held invalid or unenforceable by legislation, judicial decision or any other reason, the valid and enforceable provisions shall remain in full force and effect.

17. **PARAGRAPH HEADINGS**. Paragraph headings where used herein are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or subscribe the scope and intent of the particular paragraphs to which they refer.

18. **AMENDMENTS**. Except as provided in Sections 8, 11, and 15 above, as such sections relate to the Natural Resource Protection Easement, which easement shall run with the land in perpetuity, the covenants, conditions, restrictions and easements declared and contained in this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Amendments to this Declaration shall be by written instrument pursuant and subject to the following:

(a) During the first twenty-year period, by an instrument executed and acknowledged by the Owners of not less than 51% (fifty-one percent) of the Lots; provided, however, that until such time as five (5) Lots of the Property have been sold and conveyed and improved with residences, or upon the fifth anniversary date from the date this Declaration is first recorded, whichever shall first occur, such an amending instrument shall also be required to be executed and acknowledged by the Declarant or the same shall be of no force and effect. Any such amendment relating to the Natural Resource Protection Easement or which would vacate, terminate, relocate or affect the use or existence of any easement depicted or designated on the

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Plat of Subdivision shall be subject to the consent of the Village, which consent shall not be unreasonably withheld, and shall be effective upon filing for record in the office of the Recorder of Deeds of Cook County, Illinois.

(b) All holders of first mortgages or record shall have been notified by certified mail of any such amendment, and an affidavit of the Secretary of the Association certifying that such mailing shall be made a part of the instrument of amendment.

(c) It is specifically recognized that the conveyance of the rights, interest and duties herein of the Declarant or Owners shall not constitute or require an amendment to this Declaration.

19. **NOTICE.** All notices required to be given under this Declaration shall be delivered personally into the hands of the person or persons entitled to such notice, or sent by registered or certified mail, return receipt requested at the following addressed, or at such other addresses as designated in writing from time to time by the person or persons entitled to such notice:

(a) If the Association, to its registered agent as last appearing on the records of the Illinois Secretary of State.

(b) If to the Declarant:

Harris Bank Barrington
As Trustee under Trust
Agreement No. 115733
Dated August 9, 2000
201 S. Grove Ave.
Barrington, IL 60010

(c) If to the Village:

Village Clerk
Village of Barrington Hills
112 Algonquin Road

Barrington Hills, Illinois 60010

20. **PERPETUITIES AND RESTRAINTS ON ALIENATION.** If any of the covenants, conditions, restrictions, easements or rights created by this Declaration shall be unlawful, void or voidable for violation of the rules against perpetuities or restraints on alienation, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, William Clinton, and the Governor of Illinois, George Ryan.

21. **GOVERNING LAW.** This declaration shall be construed and enforced pursuant to the laws of the State of Illinois.

22. **TRUSTEE EXCULPATION.** It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Declarant while in form purporting to be the representations, covenants, undertakings and agreements of said Declarant are nevertheless made and intended not as personal representations, covenants, undertakings and agreements by the Declarant or for the purpose or with the intention of binding that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Declarant not in its own right, but solely in the exercise of the powers conferred upon it as such Declarant; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Harris Bank Barrington, N.A. on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said trustee in this instrument contained, either expressly or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto that the Declarant, in executing this Declaration as the legal titleholder of the property, does so solely for the purpose of binding the Property to the terms, conditions and provisions of the Declaration.

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IN WITNESS WHEREOF, the said Declarant has caused its

Assistant Vice President and Secretary

Vice President/TO

Secretary to execute this Declaration this 30th day of September 2000.

ATTEST:

John A. Muchoney
Vice President & Trust Officer

DECLARANT
Harris Bank Barrington, not personally but as trustee aforesaid.
U/T/A No. 11-5733

Elizabeth Cordova
AVP & Land Trust Officer

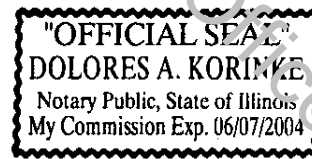
This instrument is executed by the undersigned Land Trustee, not personally but solely as trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

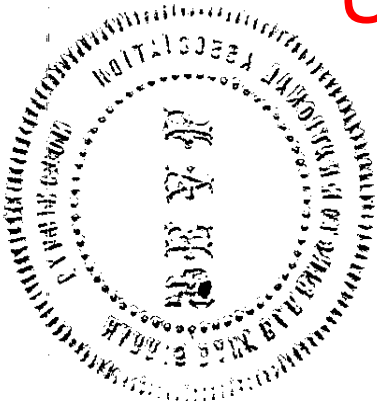
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Elizabeth Cordova, Asst. Vice President and John A. Muchoney, Vice President, and Trust Officer, Secretary of Harris Bank Barrington, N.A., who are personally known to me to be the same person(s) whose name(s) 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 30th day of September, 2000.

Dolores A. Korinke
Notary Public



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