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9492/0157 89 001 Page 1 of 14
2001-02-28 16:16:13
Cook County Recorder 47.50

Prepared by and after
Recording Return to:

Julie A. Tappendorf
Holland & Knight LLP
55 West Monroe Street
Suite 800
Chicago, Illinois 60603

0010162967

9492/0157 89 001 Page 1 of 14
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DECLARATION OF COVENANTS

THIS DECLARATION is made this 16th day of February, 2000, by THE LAKE SHORE COUNTRY CLUB, an Illinois not-for-profit corporation (hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, the Owner is the legal owner of record of a parcel of real property located south of Lake-Cook Road in the Village of Glencoe, County of Cook, State of Illinois, and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a party hereof (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Subject Property is currently used as a private country club and golf course facility; and

WHEREAS, on February 16, 2000, the Owner entered into an agreement with the Village of Glencoe (the "Agreement") to provide, among other things, that the

Village would permit the Owner to relocate a portion of the Owner's existing fence onto Village-owned property in exchange for the Owner imposing a limitation on the use of certain of its property located west of the Union Pacific Railroad right-of-way and legally described in Exhibit B attached hereto (the "Covenant Property"); and

WHEREAS, the Owner desires to execute and record a declaration of covenants to restrict the use of the Covenant Property to prohibit the erection or construction of any building or structure on the Covenant Property (the "Declaration"); and

WHEREAS, the Owner desires and intends that the owners, occupants, mortgagees, and any other person or persons acquiring an interest in the Covenant Property, or any portion thereof, shall at all times hold their interest subject to the covenants and restrictions hereinafter set forth, which covenants shall be enforceable by the Village of Glencoe, Cook County, Illinois;

NOW, THEREFORE, the Owner declares that the Covenant Property and all portions thereof are and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants herein set forth, which covenants shall run with the Covenant Property and be binding on all parties presently having or hereafter acquiring any right, title, or interest in the Covenant Property or any part thereof or improvements thereon, their heirs, successors, and assigns, and shall inure to the benefit of each of them and to the benefit of the Village of Glencoe, Illinois.

1. The Owner hereby acknowledges and covenants that the use of the Covenant Property shall be restricted to prohibit the erection or construction of any building or structure on the Covenant Property; provided, however, that the Owner

shall be permitted to install or construct underground facilities below the Covenant Property.

2. The Owner covenants that the Covenant Property shall not be subdivided, used, or developed except in accordance with the provisions of the Village of Glencoe Zoning Code in effect on the date hereof, and as amended from time-to-time.

3. The Village authorizes the Owner to relocate that portion of the fence along the westerly boundary of the golf course on the Subject Property to and upon that portion of the adjacent Village-owned property (the "Village Property"), as depicted on the Plan attached hereto as Exhibit C, and to install, replace, and maintain landscaping on that portion of the Village Property to the east of the relocated fence; provided that the Owner shall effect such fence relocation in accordance with the Agreement. The Village may require the Owner to move the fence, in whole or in part, from the Village Property upon a determination that such portion of the Village Property is required for any permitted purpose other than landscaping and open space; provided further, however, that any such removal, in whole or in part, shall only be effective following 12 months advance notice to the Country Club. In addition, should the Village require the removal of a substantial portion of the fence from the Village Property, then this Declaration shall also terminate.

4. In addition to any and all other remedies it may have, the Village of Glencoe may enforce this Declaration. The failure of the Village to enforce this Declaration or any particular provision hereof at any given time shall in no event be deemed a waiver of the right to do so thereafter. In case of any successful

enforcement action, the Village shall be entitled to recover from the Owner all costs of enforcement, including but not limited to administrative expenses and legal fees. If such costs are not recovered from the Owner within seventy-five (75) days following a demand in writing by the Village for such payment, such costs, together with interest and costs of collection, shall become a lien upon the Covenant Property, and the Village shall have the right to foreclose such lien by an action brought in the name of the Village as in the case of foreclosure of liens against real estate.

5. This Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument amending this Declaration as hereinafter provided shall be recorded to provide for some other duration. If any other agreements or covenants created by this Declaration 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 easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

6. This Declaration and its effect shall not at any time hereafter be modified, amended, or annulled except by a written instrument executed by the then owner or owners of record of the Covenant Property and approved by a written

resolution duly adopted by the President and Board of Trustees of the Village of Glencoe, Cook County, Illinois.

7. Invalidation of any term or provision of this Declaration shall in no way affect any other term or provision hereof, which other terms and provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed, acknowledged, and attested.

LAKE SHORE COUNTRY CLUB

By: Neil [Signature]

Its: President

ATTEST:

Jana Herman

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, David H. Burgess, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Neal Seltzer, personally known to me to be the persons who executed this agreement, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st day of January, 2000. 2001

David H Burgess
Notary Public

My Commission Expires:

3/30/03

(SEAL)

CHI1 #89030 v3

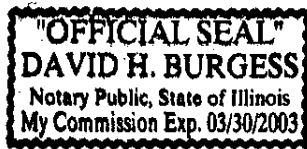


EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

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CH43XC881

0010162967

Page 8 of 14

LAKE SHORE CC
1255 SHERIDAN ROAD
GLENCOE, IL 60022

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GLENCOE, COOK COUNTY, ILLINOIS. COMPRISING A LEASED PARCEL, FOR TELECOMMUNICATIONS TOWER AND ALL NECESSARY EQUIPMENT, BEING DESCRIBED AND BOUNDED AS FOLLOWS:

LEASE AREA

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF LOCUS PROPERTY AT THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY LINE ROAD AS SHOWN, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1 OF LAKE SHORE COUNTRY CLUB'S SUBDIVISION. RUNNING THENCE S32°20'49"E A DISTANCE OF 106.00 FEET TO THE POINT OF BEGINNING, THENCE N57°39'11"E FOR A DISTANCE OF 24.00 FEET TO A POINT, THENCE S32°20'49"E FOR A DISTANCE OF 40.00 FEET TO A POINT, THENCE S57°39'11"W A DISTANCE OF 24.00 FEET TO A POINT ON THE EAST LINE OF LAKE SHORE COUNTRY CLUB'S SUBDIVISION, THENCE N32°20'49"W A DISTANCE OF 40.00 FEET BY SAID LINE TO THE POINT OF BEGINNING OF THE LEASED PARCEL, CONTAINING AN AREA OF 960 S.F. MORE OR LESS.

EXHIBIT B

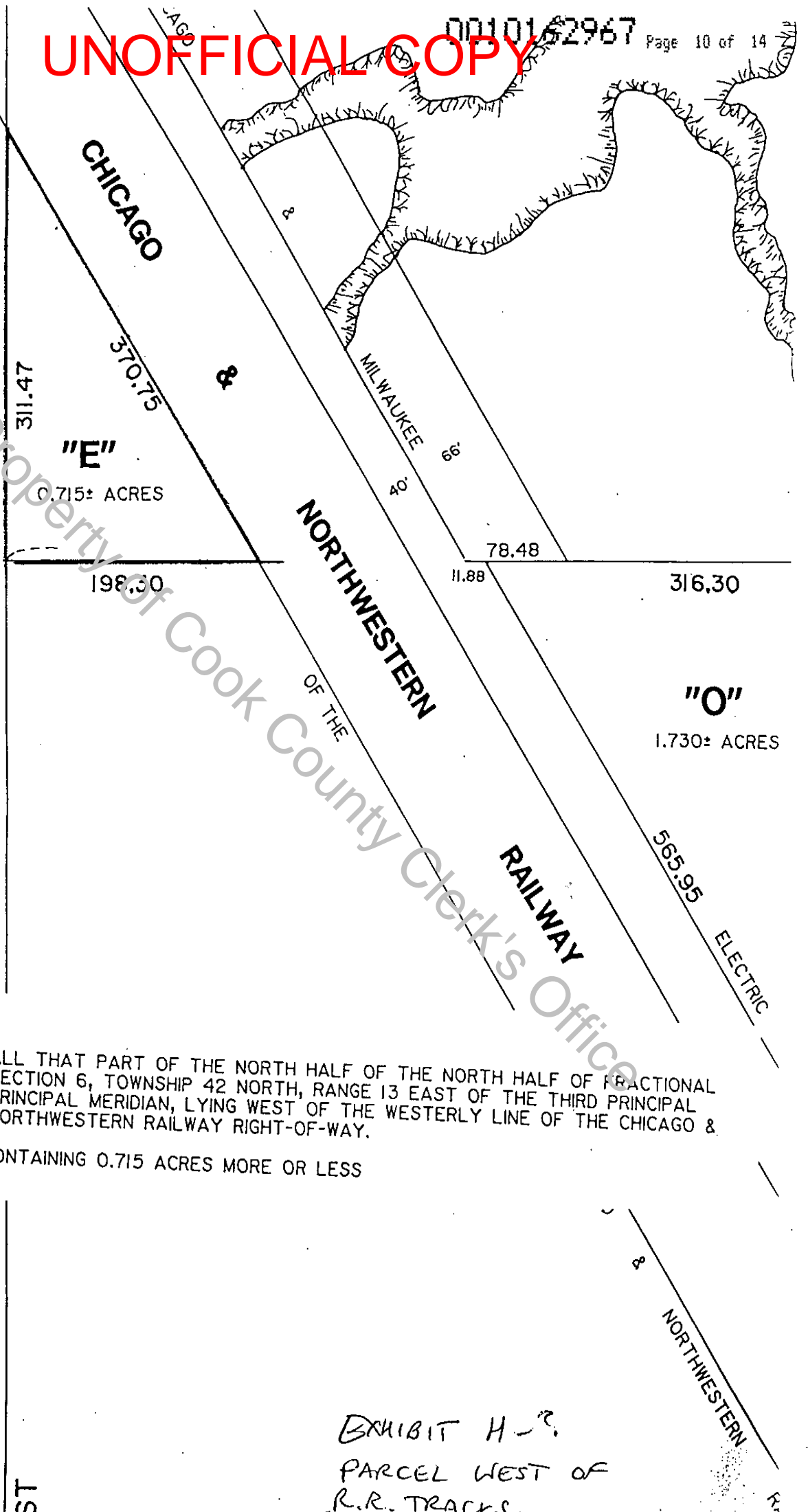
LEGAL DESCRIPTION OF THE COVENANT PROPERTY

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IFY THAT
SURVEYED
WITH A SAN-

1998.



PARCEL "E":

ALL THAT PART OF THE NORTH HALF OF THE NORTH HALF OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE OF THE CHICAGO & NORTHWESTERN RAILWAY RIGHT-OF-WAY.
CONTAINING 0.715 ACRES MORE OR LESS

ST
ST

EXHIBIT H-²
PARCEL WEST OF
R.R. TRACKS.

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0010162967 Page 11 of 14

EXHIBIT C

PLAN

Property of Cook County Clerk's Office

Location of Sand Trap



Sand Trap
1700 ft. from Maple Hill Rd

Trail

Property of Cook County Clerk's Office

OLD ELM LN

FRANKLIN RD

GREEN BAY RD

MAPLE HILL RD

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ALL ADD ONS
TO HAVE WALL
SHINGLES+ROOF LINE
BLEND-IN

SPRINT EQUIPMENT BUILDING
(13'-0" W x 28'-0" L x 11'-0" H)

90'-0" HIGH MONOPOLE TOWER (3 CARRIER)
SPRINT PLUS 2 FUTURE CARRIERS.
LATITUDE: XX' XX' XXX' N
LONGITUDE: XX' XX' XXX' W

ATTIUS EQUIPMENT BUILDING
(13'-0" W x 28'-0" L x 11'-0" H)

90'-0" HIGH MONOPOLE TOWER IN GLENCO
BIKE TRAIL ROWL - (3 CARRIER) W/ATTIUS
ANTENNAS ALLGON T208 (9:3 FUTURE)
MOUNTED ON 14'-0" ONE RAIL STEEL ANTENNA
PLATFORM MOUNTED ON TOP.
LATITUDE: XX' XX' XXX' N
LONGITUDE: XX' XX' XXX' W

LANDSCAPE
SCREEN PLAN
PENDING
VILLAGE
APPROVAL
ALONG BIKE
TRAIL

NO ACCESS
BIKE TRAIL
LEAVE AL

EXISTING PROPERTY LINE
EXISTING GRASS,
BRUSH, & TREES

8'-0" WIDE UTILITY EASEMENT
WITH UNDERGROUND TELEPHONE
SERVICE

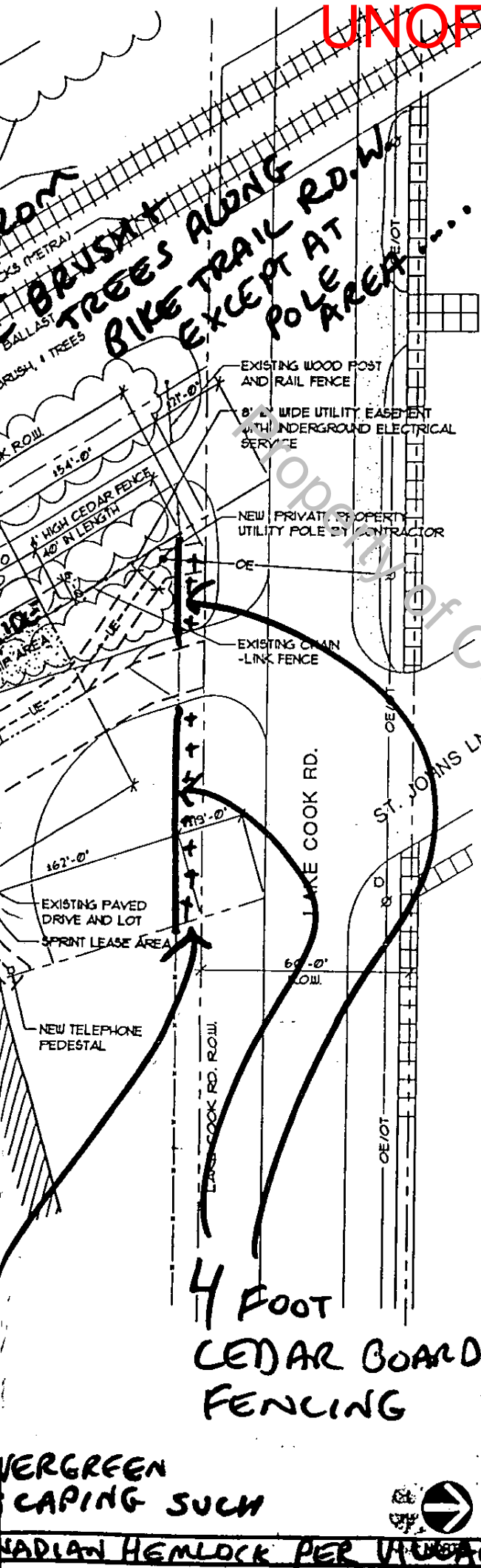
12'-0" WIDE ACCESS EASEMENT OVER
EXISTING PAVED DRIVE AND LOT.
CONTRACTOR TO RESTORE ANY AREAS
DISTURBED DURING CONSTRUCTION

EXISTING LAKE SHORE
COUNTRY CLUB BUILDING

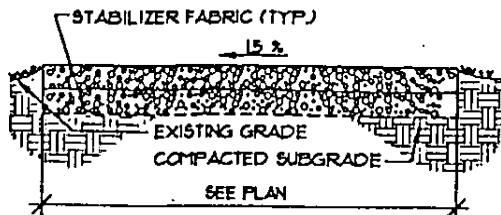
1 SITE PLAN
SCALE P = 40'-0"

X
6 FT E
LAND.
AS CA

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BASE AREA	ACCESS DRIVE
BASE COURSE: 4" MIN. OF COMPACTED CA-6 COARSE AGGREGATE.	BASE COURSE: 6" MIN. OF COMPACTED CA-3 COARSE AGGREGATE.
TOP COURSE: 4" MIN. OF COMPACTED CA-1 COARSE AGGREGATE.	TOP COURSE: 3" MIN. OF COMPACTED CA-6 COARSE AGGREGATE.



2 GRAVEL PAVING DETAIL NOT TO SCALE

- ELEVATIONS ARE NOT TO SCALE
- DO NOT SCALE D
- ALL EXISTING REVISIONS INDICATED ON THE ARCHITECT'S INSPECTION, SURVEY INFORMATION RECORD CONTRACTOR SH. 1-800-892-0034 CONSTRUCTION UTILITIES LOCATE.
- NO SINGLE FAMILY AN ADJACENT PR OF THE MONOPOL
- ANY EXISTING SET NOT WITHIN 50'-0"
- ALL CONSTRUCTION 1996 BOCA CODE (COUNTY) COUNTY

BENCHMARK/PROJECT DATUM

LOCATION: XXXXX
 ELEVATION: XXXXX
 PROJECT DATUM: XXXXX
 (TOP OF CURB ON +0.00)

LEGEND

EXISTING	NEW
—SAS—	---SAS---
—STS—	---STS---
—W—	---W---
---	---
○	●
○	●
672.75	672.72
672	672
—G—G—	---G---G---
⊙	⊙
○	●
□	■
---	---
---	---
---	---
○	×
—OE/OT—	---OE/OT---

"Universal" Fence. All posts spaced equal distant, no greater than 8'-0" on center. All vertical boards 1" x 6" butted together and double nailed to a top 2" x 4" and bottom 2" x 6" support rail. Each section to have 1" x 4" fascia trim applied. All posts 4" x 6" Western Red Cedar set in a 42" deep concrete footing. Each post to have a standard post cap applied. All lumber to be #2 and better select tight knot Western Red Cedar. All materials to be nailed with hot-dipped zinc coated nails.

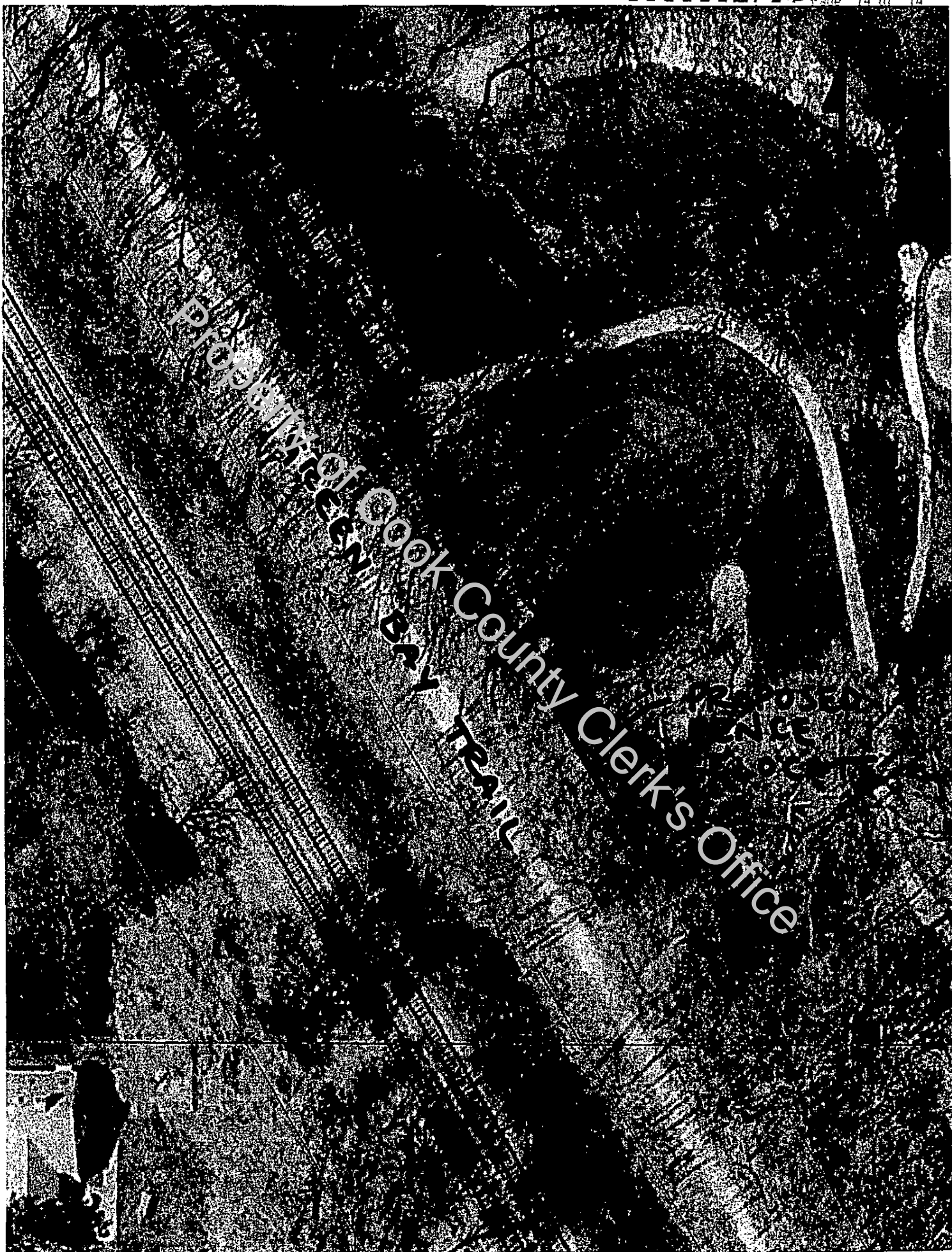
1-21-00 ISSUED FOR ZONING
 6-3-00 ISSUED FOR ZONING

JAN. 26 2001

SHEET NAME
 SITE PLAN

SHEET NUMBER
 C-1

PAL PROJECT NUMBER
 99125



PROPERTY OF COOK COUNTY CLERK'S OFFICE
10/25/00

10/25/00