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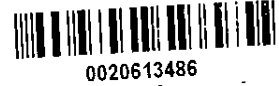
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Cook County Recorder 65.00

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## DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR BUCKINGHAM GLEN SUBDIVISION

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THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR BUCKINGHAM GLEN SUBDIVISION (hereinafter the "Declaration") is made as of the 23 day of MAY, 2002, by BUCKINGHAM GLEN, LLC, an Illinois limited liability company (hereinafter referred to as the "Declarant"); and

WHEREAS, Declarant is the current owners of record of certain real property located in Cook County, Illinois, as more particularly described in Exhibit A, as may be amended from time to time, attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant desires to develop the property with a nine (9) lot single-family residential development with Out-lot A being used for storm water detention. The name of the development shall be Buckingham Glen (the "Development"); and

WHEREAS, Declarant desires to preserve and enhance the value and quality of the property, and to do so has or will form an Illinois Not-For-Profit Corporation known as the Buckingham Glen Homeowners Association (the "Association"); and

WHEREAS, Declarant has deemed it desirable to, and intends to, (i) subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each

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and all of which is and are for the benefit of the Association (as hereinafter defined), the Owners and all Persons now or hereafter having any right, title, or interest in the Property; and (ii) to provide a flexible and reasonable method for the administration and maintenance of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Property described in Exhibit A shall be subjected to this Declaration and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the easements, restrictions, covenants, charges, liens, and conditions hereinafter set forth, and which are for the purpose of protecting the value and desirability of, and which shall touch, concern and run with title to, the Property and which shall be binding on and inure to the benefit of, all Persons now or hereafter having any right, title, or interest in the Property, the Lots or the Dwellings, or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns.

## ARTICLE I

### DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

(a) "Architectural Review Committee" (also sometimes referred to as the "ARC") shall mean and refer to the committee which shall be appointed by Buckingham Glen, LLC, its successors or assigns, to review and approve certain matters relating to the development of the Property and the construction of the Dwellings, including, but not limited to, the exterior and structural improvements, additions, and changes within the Development, as provided for and more fully described in Article III hereof.

(b) "Association" shall mean and refer to the Buckingham Glen Homeowners Association, its successors and assigns, which may be organized or established by the Declarant or the Owners in accordance with Article IV hereof.

(c) "Board of Directors" (also sometimes referred to as the "Board") shall mean and refer to the Board of Directors of the Association, which shall serve as the governing body of the Association.

(d) "Declarant" shall mean and refer to Buckingham Glen, LLC an Illinois limited liability company, its successors and assigns. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or any rights of Declarant provided herein if designated as such by Declarant in any instrument recorded for such purposes as provided in Section 5.10.

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(e) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions for the property and all amendments thereto filed of record in the office of the Recorder of Deeds of Cook County, Illinois.

(f) "Development" shall mean and refer to the Property, all Lots and Dwellings comprising the Property and all improvements located or constructed on the Property.

(g) "Drainage and Detention Easements" shall mean and refer to the Detention Easements, swale lines and drainage ditches, if any, all as set forth on the Plat of Subdivision.

(h) "Dwelling" shall mean and refer to any Lot, after such lot is improved with a single-family residence, together with such residence.

(i) "Engineering Plans" shall mean the engineering plans submitted to, approved by and retained on file with the Village of Glenview that pertain to the storm water control facilities and drainage system for the property.

(j) "Living Space" shall mean and refer to enclosed and covered areas within a Dwelling, exclusive of garages, car ports, porches, terraces, balconies, eaves, steps, decks, patios, courtyards, greenhouses, sunrooms, bulk storage areas, attics, and basements.

(k) "Lot" shall mean and refer to any unimproved subdivided or platted lot included in the Property, designated as such by or in any recorded subdivision map or plat of the Property, and upon which it is intended that one detached single-family residence shall be constructed. A parcel of land shall be deemed unimproved and thus considered a Lot, rather than a Dwelling, until improvements are constructed thereon, are sufficiently complete to reasonably permit habitation thereof and an occupancy permit, therefore, has been issued by the Village. Upon such completion, such parcel and the improvements thereon shall collectively be considered to be a Dwelling for purposes of this Declaration.

(l) "Mortgage" shall mean and refer to a security deed, deed of trust, mortgage, installment land sales contract, or other similar security instrument granting, creating, or conveying a lien upon, a security interest in, or a security title to a Lot or Dwelling.

(m) "Mortgagee" shall mean and refer to the holder of a mortgage.

(n) "Occupant" shall mean and refer to any Person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using a Lot or a Dwelling within the Development.

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(o) "Owner" shall mean and refer to the record owner, or the beneficiary of a land trust which is the record owner, whether one or more persons or entities, of fee simple title to any Lot or Dwelling which is part of the Property, including Declarant and contract sellers, but excluding Mortgagees and those persons having such interest under a Mortgage or as security for the performance of an obligation.

(p) "Person" shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

(q) "Plat of Subdivision" shall mean and refer to the recorded plat of subdivision of the Development and all accompanying detailed drainage studies filed therewith and retained on file with the Village as the permanent public document therefor as may be amended from time to time.

(r) "Property" shall mean and refer to those parcels of land described in Exhibit A as may be amended from time to time together with all improvements currently situated thereon or hereafter constructed thereon, including the roads, utilities, drainage systems and all improvements serving any one or more Lots or Dwellings.

(s) "Roadway" shall mean and refer to the area designated as such on the Plat of Subdivision and dedicated to the Village of Glenview, which may be amended from time to time, and which is used for vehicular and pedestrian access, together with the carriage walk located both along both sides thereof, as well as in the easement areas adjacent thereto, also including the street lights within said area.

(t) "Storm Water Improvements" shall mean and refer to all facilities located on and/or connected to the Property for the storm water management thereon, including, but not limited to, all drains, storm water detention vaults and ponds, and culverts and Lot 9.

(u) "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions, easements and restrictions which may hereafter be recorded by Declarant, or its successors, which affects the Property.

(v) "Village" shall mean and refer to the Village of Glenview, Cook County, Illinois.

(w) "Village Code" shall mean and refer to the duly enacted ordinances of the Village of Glenview, Cook County, Illinois.

(x) "Village Building Officer" shall mean and refer to any Building and Zoning Officer of the Village of Glenview, Cook County, Illinois.

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(y) "Village Engineer" shall mean and refer to the Village Engineer of the Village of Glenview, Cook County, Illinois.

## ARTICLE II

### DEVELOPMENT

2.01 Development of Property. The use of each and every Lot within the Development shall be exclusively restricted to one single-family residence and shall be subject to the standards, covenants, conditions, easements, restrictions and provisions set forth herein.

## ARTICLE III

### ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

3.01 Purpose. In order to preserve the natural setting and beauty of the Development, to enhance and protect the value, attractiveness and desirability of the Property, the Lots and the Dwellings, and any and all improvements now or hereafter located therein or thereon, the Property shall be subject to the standards, covenants, conditions, easements, restrictions and provisions set forth in this Article III and Article IV.

3.02 Architectural Review Committee. At the time of or prior to the initial meeting of the Association, the Declarant shall establish an Architectural Review Committee which shall consist of three (3) members (or such greater or lesser number of members determined by the Declarant to be appropriate) appointed by Declarant. Any member appointed by Declarant may be removed with or without cause by Declarant at any time by written notice to such appointee, and a successor may be appointed by Declarant to fill such vacancy and to serve the remainder of the term of the former member.

The Architectural Review Committee may meet as determined by its members to be necessary or appropriate under the circumstances. A majority of the members of the Architectural Review Committee shall constitute a quorum for the transaction of business at any meeting of the Architectural Review Committee. All decisions of the Architectural Review Committee shall be made by a majority of members of the ARC present at the meeting provided there is a quorum at such meeting.

The Architectural Review Committee is authorized, but shall not be obligated, to retain the services of architects, designers, engineers, inspectors and/or attorneys in order to advise and assist the ARC in performing its functions set forth herein. Prior to the initial meeting of the Association, any fees, costs or expenses incurred by the ARC for professional services shall be the obligation of the Declarant; subsequent to the initial meeting of the Association, all such fees, costs and expenses shall be obligation of the Association. The Architectural Review

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Committee is authorized to promulgate from time to time written architectural standards, policies and guidelines governing the construction, location, landscaping and design of improvements and plans and specifications, and the method and timing of submission thereof. Subsequent to the development and sale of all Lots upon the property by the Declarant, no exterior improvements of any nature whatsoever shall be commenced, constructed, altered, added to or maintained upon any part of the Property unless and until the ARC has approved in writing such improvements. At such time as all Lots in the Property have been constructed upon with a single-family dwelling and are no longer owned by Declarant, the association shall then act as the ARC.

3.03 Architectural Approval. Subsequent to the development and sale of all Lots upon the Property by the Declarant, no construction of exterior improvements of any nature (including, without limitation, the alteration, renovation or rehabilitation of the exterior of any Dwelling, and the construction, alteration, renovation or rehabilitation of sidewalks, driveways, roadways, mail boxes, decks, patios, courtyards, swimming pools, pool houses, tennis courts, playground equipment, awnings, exterior lights, garages and guest quarters, if allowed) shall be commenced or continued unless and until two (2) copies of the plans and specifications and related data reasonably requested by the Architectural Review Committee (which may include a survey of the Lot or Dwelling showing all improvements thereon, including the location of trees of six (6) inches or more in diameter and a height of four (4) feet or more on such Lot or Dwelling), showing the nature, type, shape, height, materials and location of the proposed improvements, shall have been submitted to and approved in writing by the ARC. The Declarant need not obtain approval from the Architectural Review Committee.

The Architectural Review Committee is authorized to establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, designers, engineers, inspectors and/or attorneys retained in accordance with the terms hereof. The ARC may refuse to approve the plans and specifications or the construction of the improvements upon any Lot, or any portion thereof, which is not consistent with the objects and purposes of this Declaration. The ARC may only grant waivers from the restrictions contained herein upon unanimous approval of said committee.

3.04 Landscaping Approval. To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented or installed by any Owner unless and until the plans thereof have been submitted to and approved in writing by the Architectural Review Committee. No trees in the front or side yards of any dwelling, having a ten (10) inch or greater diameter at breast height, may be removed without the approval of the ARC. The approval of any tree removal by the ARC does not constitute an approval by the Village of Glenview.

3.05 Building Restrictions. All Dwellings and other structures and improvements shall be in compliance with any and all applicable state, county, local and municipal zoning, building and other restrictions, codes and regulations.

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Prior to any construction activity, the Owner of any Lot or Dwelling, with the exception of the Declarant, shall receive the written approval of the ARC. Declarant is not required to obtain ARC approval. The Owner of any Lot or Dwelling on which any form of construction activity in violation of the conditions, restrictions and covenants set forth in this Declaration is performed shall be liable to Declarant or ARC for any and all damages incurred by Declarant or ARC arising out of such violation; and Declarant or ARC hereby expressly reserves the right to bring an action or proceeding against any such Owner for monetary damages and/or for specific performance of the conditions, restrictions and covenants set forth in this Declaration or to restrain the Owner or their agents or assigns from continuing any such construction or other activity in violation hereof, and the Owner shall pay, or reimburse the Declarant or ARC for, any and all costs and expenses of any such action or proceeding, including, without limitation, reasonable attorneys' fees.

Dwellings, structures and other improvements must be situated on a Lot in such a location and manner so as to take full advantage and obtain full benefit, to the extent possible, of the topography of such Lot and the trees and vegetation situated thereon. Each Lot and Dwelling shall be subject to the following limitations and restrictions which are designed to protect the residential character of the Property and the Development, and to the extent any conflict exists between the terms and conditions of this Declaration and the provisions of any such Village Code, then such conflict shall be resolved by the application of the more stringent provision providing the higher or better quality result:

(a) No building shall be erected or maintained on any Lot for manufacturing, industrial or business purposes, except those home occupations permitted by the Glenview zoning ordinance, nor shall any noxious or offensive trade be carried on upon any Lot.

(b) Except as set forth in Section 3.16 hereof or unless approved by the ARC, no building or uses accessory thereto, shall be erected or maintained on any Lot except a building designed as a Dwelling and equipped for occupancy as a private residence by a single family.

(c) Building setback requirements which have been established by the Village and are shown on the Plat of Subdivision must be strictly observed and complied with; however, Declarant reserves the right to require greater setbacks with respect to any one or more Lots in order to protect the aesthetic and functional integrity of each Lot and Dwelling.

(d) Dwellings shall contain a minimum of **two thousand six hundred (2,600)** square feet of Living Space.



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(e) Except for Dwellings constructed by the Declarant, each new Dwelling proposed to be erected shall be approved by the Architectural Review Committee and the Village Building Officer.

(f) Except for materials utilized by the Declarant, all construction materials must be approved by the Architectural Review Committee.

(g) All projections from a Dwelling or any other structure, including, but not limited to, chimney flues, vents, gutters, downspouts, utility boxes, porches and railings shall match or compliment the color of the surface from which they project.

**Exterior walls may incorporate a combination of materials, however all siding must be constructed from redwood, cedar, or hardie board unless otherwise approved by the ARC.**

Harsh contrasts of color and/or materials, illogical combinations of scale and poorly executed details must be avoided at all times.

(h) No garage may be used or enclosed for living purposes, but shall be used only for storage of automobiles and other vehicles and related purposes. All garages must be attached to the dwelling. All garages must have entrance doors constructed with wood products or embossed, insulated steel harmonious in quality and color with the exterior of the Dwelling and shall be installed with electric opening and closing devices.

(i) All solar panels or other solar collection devices must be constructed as an integral part of the architectural design of the Dwelling, and the design and installation thereof must be approved by the Architectural Review Committee.

(j) All driveways must be constructed of pavers, asphalt or concrete.

(k) There shall be no more than one (1) name plate or address plate on each Lot or Dwelling. Style, size and location of name plates/address plates shall be prescribed by the ARC.

3.06 Use of Lots and Dwellings. Each Lot and Dwelling may be used for residential purposes only, except for those home occupations permitted by the Glenview Zoning Ordinance, and no more than one (1) detached single family residence, excluding trailers or mobile homes, shall be located on any lot. No business of any nature may be conducted in any Dwelling unless it is specifically permitted by the Village. The use of a Dwelling or any portion thereof for occasional business meetings, entertainment or the enjoyment of the Owner's employees, trustees, agents, clients, or customers shall not be considered a violation of this Section 3.06.

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Notwithstanding the foregoing, Declarant shall have the right, while Declarant is the owner of any Lot or Dwelling, to use any portion of the property as a model home for the purpose of promoting the sale of Lots and Dwellings within the Property, or to maintain signs, construction trailers or temporary structures for the purpose of development and construction upon the property, including sales.

3.07 Division. No Lot shall be divided or subdivided, and no part less than the whole thereof may be conveyed. This section 3.07 shall not apply to Declarant.

3.08. Drainage and Maintenance of Storm Water Improvements and Landscaping. All areas of the property designed or intended for the proper drainage or retention of storm water, including, but not limited to, the Drainage and Detention Easements identified on the Plat of Subdivision as Out-lot A shall be kept unobstructed and shall be mowed regularly. All expenses for the maintenance of said areas, including any property taxes associated with Out-lot A shall be the obligation of the Association.

Trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other like improvements may be planted, placed or allowed to remain in any such areas so long as they do not substantially obstruct or alter the rate or direction of flow of storm water from any Lot or Dwelling, as the case may be. The easements described in this Declaration shall only apply to the storm water drainage and detention facilities, not to any improvements located on property which may also contain drainage or detention facilities, so long as the improvements do not negatively affect the drainage or detention facilities. Unless otherwise specifically directed by the Village, the respective Owners shall be responsible for the inspection, maintenance and repair of such area as well as all such permitted landscaping, including grass areas which are adjacent to their respective Lot or Dwelling, as the case may be.

No Owner shall alter the rate or direction of flow of storm water from any Lot or Dwelling, as the case may be, by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. After the initial conveyances of a Lot or Dwelling by the Declarant, in the event an Owner fails to fulfill said responsibilities, the Village and/or the Association shall have the right to fulfill said responsibilities. The Village and/or the Association may record the costs, including attorneys' fees, as a lien against the title of said Lot or Dwelling, as the case may be. Such recorded costs shall bear interest at the rate of prime plus one percent (1%) as established by the *Wall Street Journal* on the date of such recording, and such interest shall continue to accrue until paid. The Village and/or Association may initiate legal proceedings to foreclose such lien and may, in addition, or in the alternative, bring an action at law or in equity against the Owner or Owners of said delinquent Lot or Dwelling, as the case may be. Each Owner acknowledges, by acceptance of a deed to a Lot, that all the Drainage and Detention Easements are for the benefit of the entire Property.

As hereinbefore stated, the obligation of properly inspecting, maintaining and repairing the below ground drainage and detention facilities, including all storm water control facilities

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and appurtenances thereto located on the Property to operate and function in accordance with and as contemplated by the Engineering Plans and the Plat of Subdivision shall be that of the Association.

## **3.09 Maintenance of Out-lot A.**

### **Out-lot A shall be kept unobstructed and shall be mowed regularly.**

Upon the establishment of the Association, the Association shall have the obligation to fulfill the aforementioned responsibilities.

3.10 Signs. Except for signs erected or allowed by the Declarant, no signs or billboards or advertising posters of any kind may be maintained or are permitted on any Lot. Notwithstanding the foregoing, temporary "For Sale" signs complying with Village ordinances may be displayed to the public view without the written approval of the Architectural Review Committee provided such signs do not exceed twelve (12) square feet in size and are constructed of wood or wood equivalent materials. Such signs must be removed immediately after the sale of the Lot or Dwelling.

3.11 Antennas. No television antenna, radio receiver, satellite dish, or other similar device may be attached to the exterior surface or roof of a Dwelling or installed on any portion of the Property unless approved in writing by the Architectural Review Committee and permitted by the Village or by other laws.

3.12. Pets. No birds, animals, livestock or goats may be raised, bred, or kept by any Owner or Occupant unless such are recognized as common domestic household pets such as dogs and cats and only in a reasonable number for domestic enjoyment. No swine or poultry of any

kind shall be permitted on any Lot. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. There shall be no dog runs of any type on the property.

3.13 Exterior Appearance. No foil or other reflective materials may be used on any windows for sunscreens, blinds, shades or other purpose; no window-mounted heating or air conditioning units are permitted on any Dwelling. No outside clotheslines or drying yards are permitted.

3.14 Fencing. No chain link, cyclone or barbed wire fencing of any kind is permitted on and within the Property. No fence, wall, hedge or similar structure may be constructed greater than six (6) feet in height. No fencing shall be permitted along the East boundary of the Property along Greenwood Avenue. Any fences along the North, South and West boundary lines of the Property shall be made of the same material and style so as to create a consistent

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appearance along those boundaries. All fences on or within the Property shall only be constructed upon the prior written approval of the ARC and must be in compliance with applicable Village regulations.

3.15 Noise or Nuisances. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices) may be located, used or placed on any Lot or Dwelling of the Property so as to be offensive or detrimental to any other portion of the Property.

No exterior lighting may be installed or maintained on a Lot or Dwelling where the light source is offensive or a nuisance to neighboring property. Noxious and offensive activities may not be carried on in any Lot or Dwelling, and each Owner, his family, tenants, guests, invitees, servants, agents or other Occupant of such Owner's Lot or Dwelling shall refrain from any act which would cause disorderly or unsightly conditions or would cause embarrassment, discomfort or annoyance to the Owners or the Occupants of other portions of the Development or which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation.

3.16 Temporary Structures. No temporary building, trailer, mobile home, tent, shack or other similar improvement shall be located upon any Lots except: (i) temporary sales offices and construction trailers as reasonably required in connection with new construction, and (ii) temporary use of canopies or tents for garden parties or other private outdoor activities. This paragraph 3.16 shall not apply to the Decedent.

3.17 Motor Vehicles, Trailers, Boats, Etc. All automobiles, other than those belonging to temporary guests and visitors, shall be parked in garages. The outside storage of any mobile homes, trailers, motor homes, tractors, trucks, commercial vehicles of any type, construction or like equipment, campers, boats or other watercraft, motorcycles or any other related forms of transportation is prohibited in any front or side yard. Any item hereinafter described stored in a rear yard shall be screened from adjacent lots.

3.18. Dumping. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in sanitary containers. No incinerators are permitted on any Lot and other equipment for the storage or disposal of waste materials shall be kept in a clean and sanitary condition and in an inconspicuous place.

3.19. Swimming Pools. There shall be no above ground swimming pools.

3.20. Vehicles. All equipment which is not rubber tired and which is used in clearing, excavation or construction shall be loaded or unloaded and used only within the boundary lines of each Lot.

No commercial vehicle shall be permitted to be parked upon any Lot except when said commercial vehicle is actually delivering or unloading personal property to and from the Lot or

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Dwelling or except when such commercial vehicle is restricted to the interior confines of a private garage.

No private vehicles shall be continuously parked on the streets or roadways for more than twenty-four hours, except as otherwise provided and permitted by Village ordinance; but rather, such vehicles shall be kept on the driveway of each Lot or in the private garage located thereon.

**3.21. Limit on Time of Construction. No residence can be built on a Lot that takes longer than one (1) year to complete from the date of commencement unless otherwise approved by the Declarant.**

3.22. Flag Poles. There shall be no flag pole on the Property with a height in excess of twenty-five (25) feet. This paragraph 3.22 shall not apply to Declarant.

## ARTICLE IV

### PROPERTY RIGHTS

4.01 Homeowners Association. Following the conveyance by Declarant of all Lots and Dwellings within the Development, or earlier if so done by the Declarant, all remaining rights, title, interests, benefits, duties and obligations of Declarant under this Declaration shall automatically be transferred and assigned to the Owners. Thereafter, if the Association has not yet been formed, the Owners shall establish the Association as a not-for-profit corporation to be managed by a Board of Directors comprised of at least 3 Owners duly-elected by a majority of the Owners in the Development.

The Board of Directors may, in order to promote the health, safety and welfare of the Owners and for the improvement and maintenance of the Development, adopt by-laws and rules and regulations with respect to the Development and may establish and assess against the Owners an assessment for the payment of proper and actual expenses of the Association. Upon the formation of the Association, the Association shall have all of the rights, title, interests, benefits, duties and obligations assigned or delegated to the Declarant by this Declaration.

Every Owner of a Lot on the property shall automatically become a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

Until the date of the first annual meeting of the members, no member of the Association, other than the Declarant acting as the original Board of Directors, shall have any voting rights and the right of all other members named in the Articles of Incorporation who are hereby made members to vote on any matter is hereby suspended until such date.

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The Homeowners' Association shall have two classes of voting membership:

- (a) Class A: Class A members shall be all record owners of lots in Buckingham Glen and all beneficiaries of land trusts holding title to lots in Buckingham Glen with the exception of the Declarant.
- (b) Class B: Class B member shall be the Declarant. One Class B membership shall be granted to the Declarant, for each lot it owns.

Class A members shall be entitled to one vote for each lot owned. If more than one member is the record owner or beneficiary of the title-holding land trust of a lot in Buckingham Glen, then the vote for that lot shall be exercised as those members amongst themselves determine. In no event shall more than one vote be cast with respect to any such lot.

The Class B member shall be entitled to ten (10) votes for each lot owned. No more than ten (10) votes shall be cast with respect to any such lot.

Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (a) Upon conveyance of the title of a lot in Buckingham Glen by the Declarant; or
- (b) Whenever the Class B member elects to do so.

The Homeowners' Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Homeowners' Association against the member's lot remains unpaid.

4.02. Easements. Easements for the installation and maintenance of utilities and drainage facilities and the Drainage and Detention Easements are shown on the Plat of Subdivision. Within these easements, no structure, plantings or other object or material may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with or change the direction of flow of the drainage facilities in the easements.

The elevations and grading plans for easement areas may not be altered from the engineering plans for the subdivision approved by the Village without the express consent of Declarant and the Village. The easement areas of each Lot shall be continuously maintained by the Owner of such Lot or Dwelling, except for improvements the maintenance of which is the responsibility of a public authority, governmental agency or utility company. To the extent possible, all utility lines must be located underground.

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By virtue of each easement, it shall be expressly permissible for a utility company, other supplier or provider of service or the Association, with respect to the portions of the Development so encumbered, (a) to erect and maintain pipes, lines, manholes and other necessary equipment and facilities; (b) to cut and remove any trees or other vegetation; (c) to grade, excavate or fill; and (d) to take any similar action reasonably necessary to install, use, maintain, inspect, repair and replace such utilities and systems.

4.03 Repairs. If all or any portion of a Dwelling is damaged or destroyed, it shall be the duty of the Owner thereof to proceed with diligence to rebuild, repair, or reconstruct such Dwelling in a manner which will substantially restore the Dwelling to its appearance and condition immediately prior to the casualty. Such restoration must be completed on a reasonably timely basis, and must be approved by the ARC prior to any work beginning.

4.04. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot (excluding Declarant) by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other covenants, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each Lot owned by such Owner, all assessments and charges levied pursuant to this Declaration.

Such assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due.

4.05 Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the health, safety and welfare of the Members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Areas within the Property and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Areas and all facilities and improvements thereon, for certain maintenance, and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-Laws together with any rules and regulations adopted by the Association.

4.06 Assessment Procedure—Annual Assessments.

(a) Each year, on or before December 1, the Board shall prepare a budget for the Association for the ensuing twelve (12) months which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the Common Areas, and for such other contingencies as the Board may

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deem proper, and shall, on or before December 15, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association.

On or before the 1<sup>st</sup> of January next following the preparation of the budget, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, the assessment made pursuant to this Section.

On or before May 1 of each year following the initial meeting, the Board shall supply to all Owners an itemized accounting, on an accrual or cash basis, of expenses for the preceding twelve (12) months together with a tabulation of the assessments and showing net excess or deficit, on an accrual or cash basis, of income over the sum of expenses plus reserves. Any such excess may, at the discretion of the Board, be retained by the Association and shall be placed in a reserve account.

(b) If said annual assessments prove inadequate for any reason, including non-payment of any Owner's assessment, the Board may, subject to the limitations on the use of capital reserves charge the deficiency against existing reserves, or levy a further assessment which shall be assessed in the same manner as the annual assessments.

The Board shall serve notice for such further assessment on all Owners by a statement in writing showing the amount due and reasons therefor, and such further assessment shall become effective with the monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.

(c) The failure or delay of the Board to prepare or serve the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided. Whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay his monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

4.07. Calculation of Assessments. Each Lot Owner shall be responsible for a portion of the annual assessments as follows: the total amount of assessment as estimated by the Board divided by 8.

4.08. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing, purchasing or replacing a specified



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capital improvement upon or to the Drainage and Detention Facilities, Community Landscape Area, Roadway and/or other Common Areas and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-Laws or rules or regulations, any such assessments which in one (1) year **exceed Five Thousand and No/100 Dollars (\$5,000.00) for all Lots involved** shall first be approved by a majority of the Board and thereafter by at least fifty-one percent (51%) of the total votes of the Association as weighted in Section 4.01 of this Declaration at a general or special meeting duly called for that purpose or, in lieu of such Member's meeting, by an instrument signed by the Members consisting of seventy-five percent (75%) of the total votes of the Association as weighted in Section 4.01 of this Declaration. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the members, and shall be used only for the specific purpose for which such assessment was levied. Special Assessments shall be apportioned to the Lot Owners in the same manner as annual assessments.

4.09. Capital Reserves. To the extent the annual budget includes an amount specifically designated as a capital reserve, that proportion of each installment of the annual assessments paid to the Association as the amount so designated as a capital reserve bears to the total annual budget shall be segregated and maintained by the Association in a special capital reserve account to be used solely for making repairs and replacements to the drainage and detention facilities and Common Areas and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder.

**At the closing of a sale to an initial Owner of a Lot, said Owner shall deposit with the Association an amount equal to Three Hundred and 00/100 Dollars (\$300.00) as a start up deposit to be applied to capital reserves, said reserves shall not be refundable to an owner upon sale.**

4.10. Notice and Quorum. Written notice of any meeting shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of voting Members in person or by proxy having sixty percent (60%) of the votes entitled to be cast as weighted in Section 4.01 of this Declaration shall constitute a quorum.

If the required quorum is not present another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.11. Collection of Assessments. Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, accelerate the maturity of

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all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted by law.

The Board may determine a late charge not to exceed Fifty and No/100 Dollars (\$50.00) per month for all delinquent assessments.

The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which amount shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Board, costs and attorney's fees as above provided, shall be and become a lien or charge against the delinquent Owner's Lot when payable and may be foreclosed by any action brought in the name of the Association. To the extent permitted by statute, the Board may bring an action in Forcible Entry and Detainer to collect any delinquent assessments.

4.12. No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein. Any claim by an Owner against the Association shall be by separate action and shall not be used as a defense or counterclaim to an action by the Association to collect assessments.

4.13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Lot by a bona fide lender. Each holder of a first mortgage on a Lot who obtains title or comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments or charges which became payable prior to such acquisition of title, possession, or the filing of a suit to foreclose the mortgage.

## ARTICLE V

### GENERAL PROVISIONS

5.01. Rule Against Perpetuities. If and to the extent that any of the covenants set forth in this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities; (b) the rule restricting restraints on alienation; or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then such provision shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class

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of persons consisting of all of the lawful descendants of Michael D. Downing, former Commissioner of the Glenview Park District, living at the date of this Declaration.

## 5.02. Rules of Construction.

(a) The provisions of this Declaration will be liberally construed to effectuate the purposes of this Declaration of creating a uniform plan for the development of a residential community.

(b) All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa.

(c) In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation which will best effect the intent of the general plan of development of the Property. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance, building codes or other regulations which are less restrictive. The effective date of this Declaration shall be the date of its filing for record.

5.03. Headings. All article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

5.04. Severability. Invalidation of any one or more of the covenants or restrictions set forth in this Declaration by judgment or court order shall in no way affect any other provisions of this Declaration, which shall remain in full force and effect.

5.05. Amendments. Except as set forth in Section 5.11 below, This Declaration may be amended from time to time, or terminated, as follows:

(a) Until the Association is organized, by an instrument executed by the Declarant or, if the Declarant is not an Owner, by an instrument executed by Owners consisting of not less than seventy-five percent (75%) of the votes as weighted in Section 4.01 of this Declaration.

(b) After the organization of the Association, by an instrument having the affirmative assent or vote of not less than seventy-five (75%) percent of the votes as weighted in Section 4.01 of this Declaration at the time of the amendment.

(c) Each such instrument will be effective only upon being filed in the Office of the Recorder of Deeds of Cook County, Illinois.

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5.06. Costs of Enforcement. In the event that action or suit is instituted to enforce any of the provisions contained in this Declaration, the Declarant or the Association, as the case may be, shall be entitled to recover from the other party thereto, as part of any judgment in its favor, reasonable attorneys' fees and costs of such action or suit, whether or not litigation is involved.

5.07. Other Requirements. This Declaration does not amend or modify nor is it intended to amend or modify any Owner's statements, engineering statements, representations of the like, or any requirement of the Village Code, or any document, restrictions, requirements or covenants of record affecting the Property, dealing with the subdivision and planning of the land or the design and the construction of improvements, but is intended to create additional covenants and agreements for the purposes herein set forth.

5.08. Notices. Any notices required to be sent to any Owner shall be deemed to have been properly sent when mailed, certified, return receipt requested, postage prepaid, to the last known address of such Owner as it appears on the records of the Declarant or the Association, as the case may be, at the time of such mailing or personally delivered.

5.09. Term. Each Lot shall continue to be subject to these covenants and restrictions until February 1, 2051 and thereafter for successive ten (10) year periods unless the fee owners (excluding Mortgagees) representing sixty-six and two-thirds percentage (66 2/3%) of the votes as weighted in Section 4.01 of this Declaration shall file in the Office of the Recorder of Deeds of Cook County, Illinois, a written statement, so signed and duly acknowledged prior to the end of such initial period or renewal period, stating that such restrictions, or covenants thereof, shall be revoked or amended as specified in said written statement, effective at the end of such initial period or renewal period, or on the date specified in the written statement.

5.10. Assignment. Notwithstanding anything herein to the contrary, the Declarant, as Declarant in its sole discretion may determine, hereby reserves the right to transfer, assign, mortgage or pledge any and all of its privileges, rights, title and interests hereunder, or in the Property, by means of recording an assignment of such with the Office of the Recorder of Deeds of Cook County. Upon such assignment, the Declarant shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of the Declarant shall have or incur any liability for the obligations or acts of any predecessor in interest.

5.10. Enforcement. Each covenant and restriction set forth herein is for the benefit of, and may be enforced by each Owner.

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IN WITNESS WHEREOF, duly authorized officers of the undersigned Declarant have executed this Declaration under seal, as of this day and year first above written.

DECLARANT  
BUCKINGHAM GLEN, LLC  
an Illinois limited liability company

By: *Christopher J. Coleman*  
Its: MANAGER

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

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STATE OF ILLINOIS)

) SS.

COUNTY OF COOK )

On this 23 day of May, <sup>2002</sup>~~2000~~, before me, a Notary Public, in and for the County aforesaid, personally appeared Chris Coleman and N/A, who being known to me to be the Manager and N/A, respectively, of BUCKINGHAM GLEN, LLC, an Illinois limited liability company, and being by me duly sworn, did depose, acknowledge and say that the instrument was executed and attested on behalf of the Company by authority of its Managing Members, and that they acknowledge the execution of the instrument to be the voluntary act and deed of the Company, by it voluntarily executed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 23 day of May, ~~2000~~<sup>2002</sup>.

Suzanne N. Coleman  
Notary Public

My Commission Expires: 7/11/05

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EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY  
BUCKINGHAM GLEN

Lots 1 through 8 and Out-lot A in Buckingham Glen, being a Subdivision of part of Section, 28 Township 42 North, Range 12 east of the Third Principal Meridian in Cook County, Illinois and recorded on May 14, 2002 as document number 0020548270.

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