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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and
Restrictions made and entered into this 14th day of
NOVEMBER, 2003 by JOSEPH AND ROSALIA
PECORARO (hereinafter "the Owners") and the Village
of Inverness (hereinafter "the Village"):

WITNESSETH:

WHEREAS, the Owners are the owners of record
of the following described property:

LOT 75 IN BRAYMORE HILLS OF INVERNESS
UNIT NO. 6, BEING A SUBDIVISION OF PART
OF THE NORTH HALF OF SECTION 13,
TOWNSHIP 42 NORTH, RANGE 9, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

P.I.N. 01-13-103-040-0000

which property is commonly known as 1100 MacAlpin Drive, or as Lot 75 in Braymore Hills Unit No. 6,
Inverness, Barrington, IL 60010 (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Village of Inverness is the owner of a platted Village right-of-way commonly known as
MacAlpin Drive, hereinafter "the Subject Village Right-of-Way"; and

This instrument was prepared by,
and after recording, please mail to:

Mr. James P. Bateman
Law Offices of James P. Bateman, Ltd.
600 Hart Road, Suite 260
Barrington, IL 60010



Doc#: 0332549022
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 11/21/2003 09:00 AM Pg: 1 of 4

09/30/03A

EXHIBIT A

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WHEREAS, the Owners have petitioned the Village of Inverness for a temporary, revocable license to maintain certain entrance walls at their present locations which encroach into the Subject Village Right-of-Way by approximately six inches (6") at one point and by approximately thirty-six inches (36") at another point, in violation of the Village of Inverness Zoning Ordinance (hereinafter all collectively referred to as "the Private Improvements") on the Subject Village Right-of-Way and in order to induce the Corporate Authorities of said Village to grant such temporary, revocable license by resolution, the Owners have offered and agreed to impose the covenants, conditions and restrictions herein contained on the Subject Property:

NOW, THEREFORE, IT IS HEREBY DECLARED AND AGREED:

SECTION 1: That said license may be terminated at any time at the sole discretion of the President and Board of Trustees of the Village of Inverness upon ninety (90) days written notice to the then owner(s) of record of the Subject Property, and, in addition, the Owners and their heirs, successors and assigns shall, in such event, also be obligated to promptly remove or modify the Private Improvements if directed to do so by the Village President of the Village of Inverness, or his designee.

SECTION 2: That the Owners and their respective heirs, successors and assigns shall, and by acceptance of said license and their continued maintenance of the Private Improvements, agree to and shall hold harmless and indemnify the Village of Inverness, its officers, employees and agents relative to any claim, loss, costs, suit or expense, including reasonable attorneys fees and other costs of defense, arising out of or in any way relating to said license and/or relating to the Private Improvements as authorized by said license, and/or any use thereof, and/or arising out of or relating to the Private Improvements, and/or arising out of or relating to any private improvements installed on the Subject Right-of-Way by the Owners or their heirs, successors, or assigns.

SECTION 3: That the grant of said license shall in no way constitute the evidence that the Village of Inverness has accepted dedication of and responsibility for the Private Improvements and, in fact, such dedication has not been accepted by the Village of Inverness.

SECTION 4: That the Owners and their heirs, successors and assigns shall in no way have, nor may they assert any right, title or interest in the Subject Village Right-of-Way by reason of said license or the

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installation and maintenance of the Private Improvements as authorized by such license or by reason of any use thereof.

SECTION 5: That the obligation and responsibility to maintain and, if requested by the Village, to remove the Private Improvements, shall be the sole obligation and responsibility of the Owners and their heirs, successors and assigns.

SECTION 6: If the Owners, or their heirs, successors, or assigns, or any of them, fail to fulfill any of the responsibilities of said license, including but not limited to the complete and timely removal of the Private Improvements, then the Village may, but shall not be obligated to do so, and the Village shall have the right to recover any costs and expenses incurred in fulfilling said responsibilities from the then owner(s) of record of the Subject Property, together with reasonable attorneys' fees and other costs incurred by the Village in such collection and/or in the enforcement hereof.

SECTION 7: That the Village, by the grant of said license, assumes no obligation or responsibility for the maintenance of the Private Improvements and the Village hereby disclaims any responsibility or obligation for such maintenance (which maintenance shall be the sole responsibility of the Owners and their heirs, successors, and assigns).

SECTION 8: That the covenants, conditions and restrictions contained herein shall apply to and continue to run with the Subject Property herein described until January 1, 2024 and shall thereafter be automatically renewed for successive ten (10) year periods unless thirty (30) days prior to the end of said initial period, or within thirty (30) days prior to the end of any automatic subsequent extension thereof there is filed with the County Recorder of Deeds, a declaration abolishing or amending this Declaration of Covenants, Conditions and Restrictions executed by the owners of record of the Subject Property, and also executed by the Village President and Village Clerk of the Village of Inverness pursuant to authorization duly granted by resolution of the Corporate Authorities of the Village of Inverness.

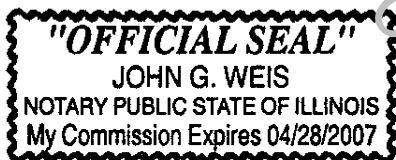
SECTION 9: Each covenant, condition and restriction set forth herein shall be for the benefit of the Owners of the Subject Property and their heirs, successors and assigns, for the benefit of the owner of any

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adjacent property, as well as for the benefit of the Village of Inverness. The Village of Inverness shall have the separate right to enforce these covenants, conditions and restrictions and said license, but the Village of Inverness shall not be obligated to do so.

SECTION 10: If the Owners, or any of their heirs, successors, or assigns shall violate or shall attempt to violate any of these covenants, conditions or restrictions or said license, the Owners and the Village of Inverness shall be authorized to prosecute any proceeding at law and/or in equity against such parties, or their heirs, successors, or assigns, to enforce such covenants, conditions and/or restrictions and said license and to prevent such person or persons from doing so, and/or to recover damages for such violation, or both.

IN WITNESS WHEREOF, the Owners have executed this Declaration on the date aforesaid.



OWNERS:

Joseph Pecoraro
Joseph Pecoraro

Rosalia Pecoraro
Rosalia Pecoraro

STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that JOSEPH PECORARO and ROSALIA PECORARO, personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal this 4th day of November, 2003.

John G. Weis
Notary Public

My commission expires: 4/28/2007