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Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 03/23/2004 03:51 PM Pg: 1 of 8

This document was prepared by,
and following recordation should
be returned to:

Village of Glencoe
(Attn: Director of Public Works)
675 Village Court
Glencoe, Illinois 60022

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARTIN SUBDIVISION

This Declaration is made as of the 1 day of March, 2004 by R. Eden Martin and Sharon F. Martin, hereinafter collectively referred to as "Owner."

RECITALS

- A. Owner is the owner of the real property located in the Village of Glencoe, Cook County, Illinois, which is hereinafter referred to as the "Subdivision Property," and is legally described as follows:

Lots 1, 2 and 3 of the Martin Resubdivision, being a resubdivision of part of Lot 13, all of Lot 14, and the southeasterly 50 feet of Lot 15 (as measured along the northeasterly line of said lot) in Block 2 in Glencoe, being a subdivision in Sections 5, 6, 7 and 8, Township 42 North Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded October 19, 1888 as Document No. 180507, in Cook County, Illinois

- B. Owner has entered into a Subdivision Agreement with the Village of Glencoe, dated March 1, 2004, hereinafter referred to as the "Subdivision Agreement."
- C. The Subdivision Agreement has attached thereto plans and specifications prepared by Gewalt Hamilton Associates, Inc., dated July 31 2003, as revised, consisting of five (5) sheets, and are hereinafter referred to as the "Improvements Plan."
- D. Owner desires to reserve to itself, and to successors and assigns in interest, owners, and occupants, the values and amenities in said Subdivision; and to this end and as is required by the Subdivision Agreement, desires to subject the Subdivision Property to the covenants, conditions, and restrictions hereinafter set forth, which are for the benefit of said Subdivision Property and each owner thereof, and shall attach to and constitute a covenant running with the land.

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NOW, THEREFORE, the undersigned Owner of the Subdivision Property, for the purposes above set forth, declare as follows:

1. The Owner now covenants with the Village of Glencoe, and every future purchaser of a lot in the Subdivision, that the owner of each lot shall be bound by the following:
 - a. The initial and future siting of any buildings within Lot 1 shall occur only within the area designated as "conceptual building footprint" on page 4 of the Improvement Plan in order to minimize the impact to the existing ravine;
 - b. The initial and future siting of any buildings within Lot 3 shall occur only within the area designated as "conceptual building footprint" on page 4 of the Improvement Plan in order to minimize the impact to existing trees.
 - c. All trees indicated as protected by designated tree protection fencing and not identified for removal on sheet 3 of the Improvements Plan, a copy of which is attached hereto as Exhibit A and made a part hereof, shall be preserved, provided that if any such protected trees conflict with the future construction of homes or driveways or with underground utilities, then such protected trees may be removed, subject to the Village's tree preservation ordinance;
 - d. Driveways for Lots 1 and 3 shall be located in the areas generally depicted on sheet 4 of the Improvements Plan; and
 - e. In the event that new construction is ever undertaken on Lot 2, then the siting of any improvements within Lot 2 shall be done in a manner that is consistent with the principles of the Village's tree preservation ordinance.

2. In addition to any and all other remedies it may have, the Village may enforce this Declaration; provided, however, that the failure of said 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 enforcement action, said Village shall be entitled to recover from Owner all costs of enforcement, including without limitation, administrative expenses and legal fees. If such costs are not received from Owner within 30 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 Subject 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.

3. This Declaration shall run with and bind the land for a term of 50 years from the date that this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of 10 years, unless an instrument amending this Declaration, as hereinafter provided, shall be recorded to provide for some other duration. If any of the 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

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imposing time limits, then such covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of any current or former President of the United States living as of the date of this Declaration.

4. 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(s) of record of the Subject Property, and approved by a written resolution, duly adopted by the Village President and Board of Trustees.
5. 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.
6. The term "Owner" as used in this Declaration means only the legal and beneficial owner or owners at the time being of the Subdivision Property or the applicable portion thereof, so that in the event of any assignment, transfer, conveyance or sale, once or successively, of all of the legal and beneficial ownership of an Owner in and to the Subdivision Property or any portion thereof, said Owner making such assignment, transfer, conveyance or sale shall be entirely freed and relieved of all covenants and obligations of the Owner hereunder accruing after the date of such assignment, transfer, conveyance or sale which relate to the Subdivision Property (or the applicable portion thereof), and the Village shall look solely to the assignee, transferee or purchaser with respect thereto; provided, that upon such assignment, transfer, conveyance or sale, such assignee, transferee or purchaser shall automatically, and without the necessity of further action of any kind, be deemed to have assumed all of Owner's covenants and obligations hereunder accruing after the date of such assignment, transfer, conveyance or sale with respect to the Subdivision Property (or the applicable portion thereof). If not apparent by the records of the Recorder of Deeds of Cook County, Illinois, Owner agrees, at the written request of the Village, to promptly disclose the full legal and beneficial ownership of the Subdivision Property. This Agreement shall be recorded with the Recorder of Deeds of Cook County, Illinois.

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. Eden Martin and Sharon F. Martin, personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that each of them 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 15th day of JANUARY, 2004.

Charlene M. Schank
Notary Public



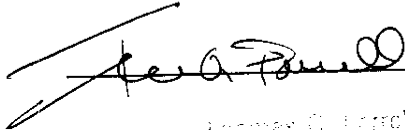
Property of Cook County Clerk's Office

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CONSENT AND ACKNOWLEDGEMENT

We, CITI MORTGAGE, as mortgage holder of the Subdivision Property, do hereby consent to the execution and recording of the Declaration of Covenants, Conditions and Restrictions for Martin Subdivision.

MORTGAGE HOLDER:



Thomas C. Carroll, VP
CitiMortgage Inc.

Name: _____

Title: Vice President

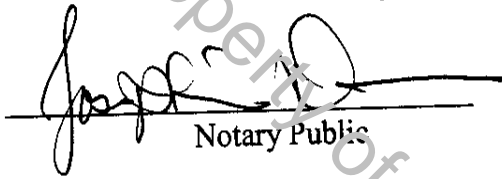
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STATE OF ~~ILLINOIS~~ ^{New York})
 COUNTY OF ~~COOK~~ ^{Queens}) ss.
)

I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that Thomas D. Farrell personally known to me to be the Vice President of CitiMortgage Inc. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in said capacity he/~~she~~ signed and delivered the said instrument, pursuant to authority given by the such entity, as his/~~her~~ free and voluntary act, and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of January, 2004.


 Notary Public

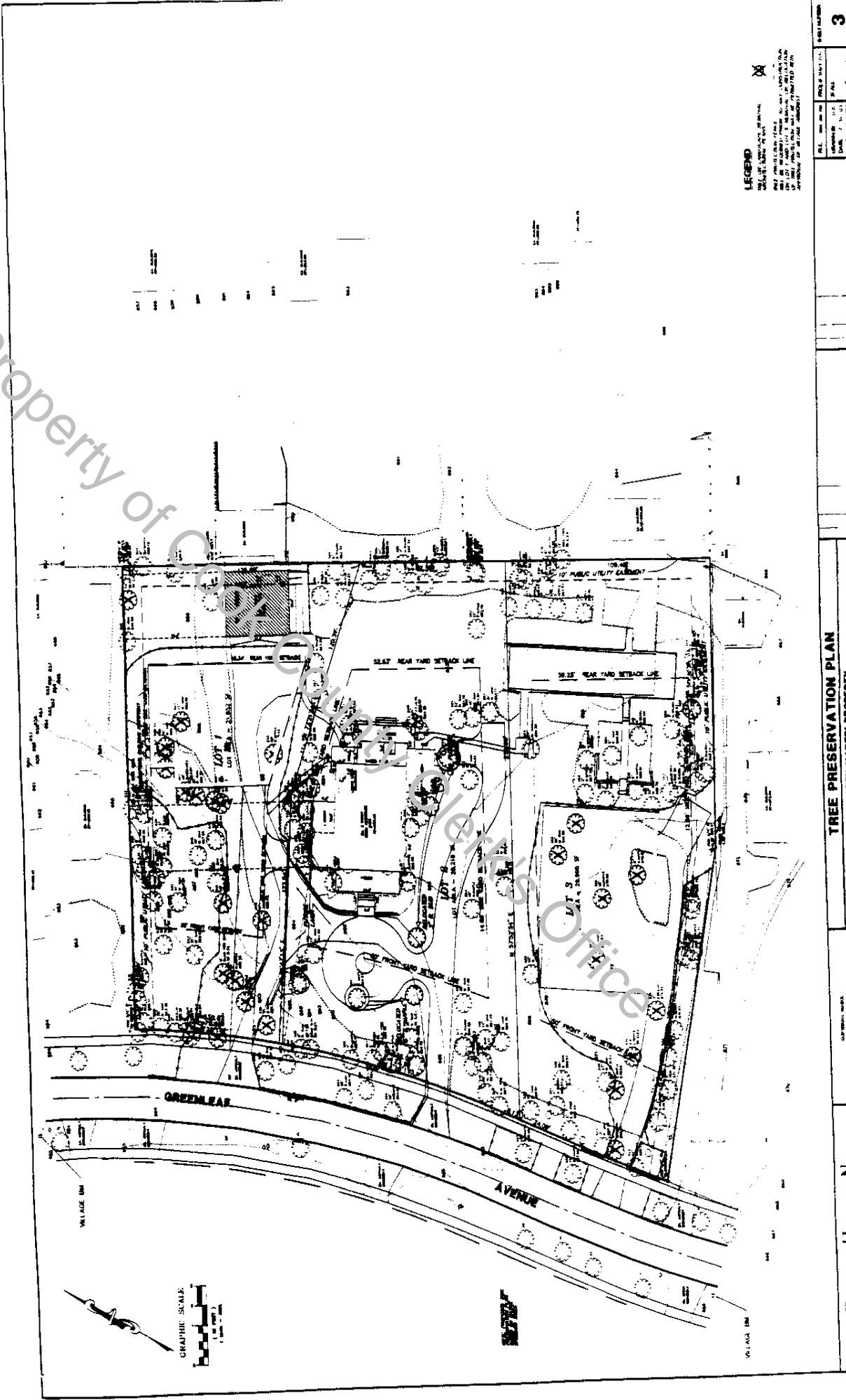
JOSEPHINE WATKINS
 Notary Public, State of New York
 No. 01WA6037780
 Qualified in Nassau County
 Commission Expires Feb. 28, 2006

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EXHIBIT A

Property of City of ... Planning Office



LEGEND

TREE TO BE PRESERVED
 TREE TO BE REMOVED
 TREE TO BE PLANTED
 TREE TO BE MAINTAINED
 TREE TO BE REMOVED AND REPLACED
 TREE TO BE MAINTAINED AND REPLACED
 TREE TO BE MAINTAINED AND REPLACED
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