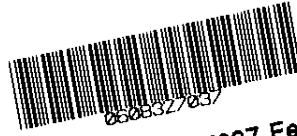


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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
OAK PARK TRUST AND SAVINGS BANK,
A CORPORATION AS TRUSTEE**

Real Estate Address: 95 Gaelic Court, Barrington, Illinois 60010

Permanent Index Number: 01-13-103-016-0000

**PREPARED BY AND UPON
RECORDING, MAIL TO:**

Timothy J. Hammersmith, Esq.
Masuda, Funai, Eifert & Mitchell, Ltd.
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Chicago, Illinois 60601-2002

File No.: 6466-61

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF OAK PARK TRUST AND SAVINGS BANK, A CORPORATION AS
TRUSTEE

MAY 23 1984

THIS DECLARATION, made on the date hereinafter set forth by OAK PARK TRUST AND SAVINGS BANK, A CORPORATION, not individually but solely as Trustee under Trust Agreement dated November 24, 1972 and known as Trust No. 6716 hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the Owner of certain real estate in the County of Cook, State of Illinois, referred to in Section 1, Article II of this Declaration; and

WHEREAS, Declarant's Beneficiary intends to develop and improve such real estate with residences and common facilities for the benefit of the occupants and owners of such residences; and,

WHEREAS, in order to preserve and enhance the values and amenities of certain common area property to be subject to this Declaration ("Common Property") Declarant has, or will, form an Illinois not-for-profit corporation known as Braymore Hills of Inverness Property Owners Association, which will own and have the responsibility of the maintenance and administration of the Common Property as herein provided.

NOW, THEREFORE, Declarant hereby declares that all of the Common Property shall be held, subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Common Property.

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These easements, covenants, restrictions, and conditions shall run with the Common Property and shall be binding on all parties who become members of the Braymore Hills of Inverness Property Owners Association and their successors and grantees.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or in any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. Association. Braymore Hills of Inverness Property Owners Association, an Illinois not-for-profit corporation, its successors and assigns.
2. Real Estate. The real estate referred to in Section 1 of Article II.
3. Common Property. Those areas of land, together with any and all improvements that are now or may hereafter be constructed thereon, designated as "Common Property" on any recorded plat, map or subdivision of the real estate and intended to be devoted to the common use and enjoyment of the Members of the Association and to be conveyed to the Association by the Declarant, its successors and assigns, and which area shall be subject to assessment and be maintained by the Braymore Hills of Inverness Property Owners Association as provided below unless subsequently provided otherwise by Declarant. Such designation shall not be construed as a public dedication.
4. Lot. Any plot or tract of land designated upon any recorded maps, site plan or plat of subdivision of the real estate which is presently or is to be improved with a residence designed and intended for use and occupancy as a residence for a single family.

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5. Member. Every person, individual or entity who holds membership in the Association by virtue of ownership of any portion of the real estate subject hereto.

6. Owner. The record owner, whether one or more persons, individuals or entities, of a fee-simple title to any lot which is a part of the real estate, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

7. Declarant. Oak Park Trust and Savings Bank, a Corporation, not individually but solely as Trustee under Trust Agreement dated November 24, 1972 and known as Trust No. 6716, and its successors and assigns if such successors and assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development.

8. Developer. The developer of the property is Radcliff Development Corporation, an Illinois Corporation.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Existing Property. The real estate which is and shall be held, transferred, conveyed, sold and occupied subject to this Declaration is located in the village of Inverness, County of Cook, Illinois, and is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner of a Lot shall be a member of the Association without the right of withdrawal. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

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2. Voting Rights. The Association shall have two classes of voting membership:

A. Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B. Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot owned, provided that the Class B membership shall cease and be converted to Class A membership on May 1, 2008, or at such earlier date as any Class B member may elect.

ARTICLE IV

EASEMENTS AND PROPERTY RIGHTS IN COMMON PROPERTY

1. Easements of Use and Enjoyment. Every member shall have a right of easement for use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon and to the Common Property, and such right and easement shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association, in accordance with its By-laws, to adopt rules and regulations governing the use, operation and maintenance of the Common Property; and

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(b) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by members entitled to cast two-third (2/3rds) of the votes of the combined Class A and Class B membership has been recorded.

2. Delegation of Use. Any member may delegate, in accordance with by By-Laws, his right of enjoyment to the Common Property and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

3. Title to the Common Property. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Property to the Association, free and clear of all encumbrances and liens.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the real estate at the time a Certificate of Occupancy is issued therefor, hereby covenants and each Owner of any such Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance for each such Lot owned by each Owner, hereby covenants and agrees and shall

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he deemed to covenant and agree to pay to the Association (or to a mortgage company or other agency designated by the Association):

(a) annual assessments or charges to be paid in equal monthly installments due on the first day of each month of each year hereinafter called "monthly payment dates" or in such other installments as the Board of Directors of the Association shall elect; and

(b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of each such Lot at the time when the assessment fell due. The aforesaid personal obligation shall not pass to the successor in title unless expressly assumed by such successor.

2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the real estate and in particular for the improvement and maintenance of the real estate, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Property and of the

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residences situated upon the real estate, including, but not limited to, payment of taxes and any liability and other insurance in connection with the Common Property; the maintenance, repair, replacement and additions thereto and for paying the costs of all labor, equipment (including the expenses of leasing any equipment) and materials required for the management and supervision of the Common Property; and for otherwise carrying out the duties and obligations of the Board of Directors of the Association as stated herein and in its Articles of Incorporation and By-Laws.

3. Basis and Limitations of Annual Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to the Owner, the maximum annual assessment for each residence shall be One Hundred (\$100.00) Dollars per Lot. The Board of Directors shall make all reasonable efforts to maintain costs at a level less than that established by the maximum annual assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased each year not more than Ten percent (10%) above the maximum assessment for the previous year without a vote of the Membership as hereinafter provided, except as may be occasioned by increases as a consequence of increased property taxes.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment may be increased above Ten percent (10%) by assent of two-thirds (2/3rds) of the votes of the combined classes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

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(d). The Board of Directors at least thirty (30) days preceding the first day of each year shall set the amount of the annual assessment for the following year for each Lot, taking into consideration the current maintenance costs and the future needs of the Association, at an amount not in excess of the maximum, without the approval of Members as herein provided.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the combined classes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Certain Actions. Written notice of any meeting called for the purpose of taking any action authorized under the provisions of Sections 3 or 4 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 Members or of proxies entitled to cast sixty percent (60%) of all the votes of the combined classes of membership 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 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.

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6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

7. Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall commence as to a Lot on the first day of the month following issuance of an Occupancy permit therefor. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due date or dates, if it is to be paid in installments, of the annual assessments and of any special assessments shall be fixed in the resolution authorizing such assessment.

8. Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for each annual assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto showing the amount or amounts and the due date or dates if the assessment is to be paid in installments.

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(c) The Board of Directors shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association. If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the total unpaid amount of all installments of such assessment shall immediately become due and payable and shall bear interest from the date of delinquency at the maximum legal rate of interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payments and/or to foreclose the lien against the property subject thereto and there shall be added to the amount of such assessment the cost of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

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10. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate only to the lien of any mortgage or mortgages or deed or deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to any mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof.

11. Exempt Property. The following real estate subject to this Declaration shall be exempt from the assessments created herein:

- (a) All real estate dedicated to and accepted by a local public authority;
- (b) The Common Property;
- (c) Real Estate owned by Declarant; and
- (d) Real estate owned by Declarant and used as a model house.

ARTICLE VI
GENERAL POWERS AND DUTIES OF BOARD OF
DIRECTORS

1. Board of Directors. The Association shall have a Board of not less than five Directors who shall be elected by the members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in said Board occurring between regularly scheduled meetings of the members or shareholders may be filled

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by the Board of Directors as so provided by the corporate charter or By-Laws. Said charter and By-laws may provide for said Directors to be elected for terms of more than one year and for such terms to be staggered so that in any year the terms of none or any number less than all of the Directors shall expire. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board of Directors and who shall manage and conduct the affairs of the Association under the direction of the Board of Directors.

2. Duties. The Board shall exercise all the power and privileges and perform all of the duties and obligations of the Association as required by this Declaration, as same may be amended from time to time, and shall provide for and shall pay for out of the assessment funds herein provided the following:

(a) All maintenance and repair of the Common Property, its facilities and improvements, including performance of an adherence to those restrictions contained that certain PUD ordinance governing the development of the property all taxes and assessments and other liens and encumbrances which are assessed or charged against the Common Property, and any other materials, supplies, insurance, labor, services, maintenance, repairs and alterations which the Board deems to be in the best interests of the Association and its Members; and

(b) A policy or policies of insurance insuring the Association against any liability to the public or to the Owner (and/or invitees of tenants); incident to the operation of the Association, in any amount not less than

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\$100,000 to indemnify against the claim of one person, \$300,000 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence, which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds.

ARTICLE VII

USE OF RESIDENCES AND COMMON PROPERTY

The real estate shall be occupied and used as follows:

1. Each Lot shall be used exclusively for residential purposes.
2. There shall be no obstruction of the Common Property, nor shall anything be kept or stored in or altered, or constructed or planted in, or removed from, the Common Property, without the written consent of the Board of Directors of the Association.
3. No Owner shall permit anything to be done or kept on his Lot or in the Common Property which will result in the increase in the rate charged or in the cancellation of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Property.
4. No animals, livestock or poultry shall be raised, bred or kept in any portion of the real estate except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.
5. Nothing shall be done in any part of the real estate nor shall (i) any noxious or offensive activity be carried on, nor shall (ii) any outside lighting or loudspeakers or other sound producing devices be used, except by

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Declarant, which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

6. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or exterior walls of any residence or other structure unless such attachments shall have been first submitted to and approved by the Board of Directors or the Architectural Control Committee hereinafter provided for.

7. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorney's fees.

8. No building or other structure, temporary or permanent shall be placed upon the Common Property by the Board of Directors without first obtaining a vote of two-thirds (2/3rds) of the Class A and Class B Membership of the Association combined.

ARTICLE VIII

COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

The following covenants, conditions, reservations and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof.

(A) No owner of any lot shall cause or allow any erosion to occur on said property which is in violation of Village ordinances or which the Village may reasonably deem detrimental to either public or private property or to the safety and welfare of the residents of the Village.

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(B) No building shall be erected or maintained on any lot for manufacturing, industrial or business purposes, nor shall any noxious or offensive trade be carried on upon any lot.

(C) No building shall be erected or maintained on any lot except a building designed as a dwelling house and equipped for occupancy as a private residence by a single family. After completion of any such dwelling house, accessory buildings may be erected and maintained as appurtenances of such dwelling house provided that such structures are permitted by, and in accordance with, applicable Village ordinances. No more than one such dwelling house shall be permitted on any lot.

(D) No lot may hereafter be used for more than one detached, single family residence, excluding trailers or mobile homes. Division of said lots shall be subject to the following restrictions:

(i) No lot shall be divided or subdivided, and no part less than the whole thereof may be conveyed except to the owner of contiguous property and after any such division of a lot the portion not conveyed shall not thereafter be used for a single family dwelling. Any portion so conveyed to a contiguous owner shall be an enlargement of the lot of such contiguous owner and such expanded lot shall thereafter be used as only one building site.

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(11) No portion of any lot for which a building permit has been issued may thereafter be conveyed to a contiguous owner, unless such permit is revoked or withdrawn, and after the conveyance of any part of a lot to such contiguous owner, no building permit shall be issued for the remainder of such reduced lot.

(E) Unless otherwise specifically directed by the Village of Evanston, the respective lot owner shall be responsible for the control of erosion and the maintenance of landscaping, including grass, within those portions of any dedicated right-of-way adjacent to their respective premises and not within the paved portions of the right-of-way, such responsibility of maintenance to include all drainage structures, including swales, drainage pipes and culverts, but specifically excluding water supply and sanitary sewer mains to be dedicated to the Village of Evanston. Prior approval from the Village President must be obtained before making any alterations or changes of a permanent nature in such areas. In the event a lot owner fails to fulfill said responsibilities, the Village may, but shall not be obligated to do so, and the costs thereof may be recorded as a lien on the title to said lot, which may be foreclosed by court action initiated by the Village and in addition, the Village may bring an action at law against the owner or owners of record of such lot.

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(P) Unless otherwise specifically directed by the Village of Inverness, the respective lot owners shall be responsible for the control of erosion and the maintenance of such landscaping as allowed, including grass, within those portions of any Village easements, which are part of their respective premises, except that the Braymore Hills of Inverness Property Owners Association shall be responsible for the conservation and the maintenance of the following:

(1) all "Common Property" of the Braymore Hills of Inverness Property Owners Association, including but not limited to Lots A, AA, B, C and D and all rights-of-way adjacent to and improvements on such Common Property, including the guardhouse and all entrance landscaping but excluding the paved surface of any rights-of-way and also excluding sanitary sewer and water lines and facilities to be dedicated to the Village.

(2) all areas labelled "Easement for Braymore Hills of Inverness Property Owners Association, including but not limited to (a) the stormwater retention and/or detention areas; (b) flood plain and flood prone areas, (c) lakes and ponds; and (d) storm drain between Lots B and C under Braymore Drive. In the event a lot owner or the Braymore Hills of Inverness Property Owners Association fail to fulfill their respective responsibilities, the village may and an easement is hereby granted to the Village to do so, but the Village shall not be obligated to do so and the costs thereof may be recorded as a lien on the title to the area in question, or on all lots within the development, or in the case of single delinquent lot owner, on the lot in question, which liens may be foreclosed by court action initiated by the Village and in addition, the Village may bring an action at law to collect any expenses thereby incurred.

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(G) Roof drainage from individual residential structures shall be allowed to empty directly onto splash blocks unless individual septic systems are used in which case such drainage shall be directed to "dry well" type facilities. Sump pump discharge shall be directed to "dry well" type facilities and shall not be allowed to empty directly into culverts or drainage ditches or otherwise into any right-of-way of the Village.

(H) Each owner of each lot shall be responsible for the control of weeds and other undesirable vegetation located upon his property, and shall promptly treat any diseased tree or other vegetation and promptly remove any dead or untreatable tree or other vegetation.

(I) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and in an inconspicuous place.

(J) No building shall be erected or maintained on any lots for manufacturing, industrial or business purposes, excepting the use of one lot for a temporary sales office as specified by the Village Ordinance for the DiNucci Property Planned Development. No professional office or home occupation shall be conducted in connection with any residence, and no noxious or offensive trade shall be carried on upon any lot.

(K) No stables or other quarter shall be erected, maintained or used on any lot for stabling or accommodating any horses, cattle, swine, goats, sheep, bees or fowl, except those existing and in use as of the date hereof and such use may not be increased.

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(L) No outdoor clothesline or other outdoor clothes drying or bleaching device shall be allowed on any lot at any time.

(M) No owner of any lot shall cause or permit any truck, trailer, mobile home, boat or horse carrier, or similar vehicle to be parked or stored on his property, except when enclosed in a building now existing for that purpose, and further excepting a period not to exceed six (6) hours within a thirty (30) day period and then for the sole purpose of loading or unloading said truck, trailer, mobile home, carrier or similar vehicle.

(N) Notwithstanding that it may comply with the foregoing restrictions, no such dwelling house or accessory building or structure of any type shall be erected, placed or permitted to remain and no alteration of any of the foregoing costing more than One Thousand Dollars (\$1,000.00) shall be made to any such dwelling house or accessory building or structure of any type until and unless the plans and specifications for the same have been drawn by a licensed architect showing the nature, kind, shape, size, architectural design, materials, location, proposed landscaping thereof and approximate cost, and (1) shall have been submitted to and approved in writing by the Developers, their successors or assigns, or (2) in the event said design, plans or specifications are disapproved or that the same are not approved within thirty (30) days of their submission, shall have been submitted to a committee of three (3) architects, the first of whom shall have been appointed by the owner of the lot, the second of whom shall have been appointed by the Developers or their successors or assigns, and the third of whom shall have been appointed by the two architects first so appointed, and shall have been approved in writing by two of such committee or architects. Such plans and specifications shall in addition be approved through the issuance of a Certificate of Appropriateness by

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the Village of Inverness Village Architect, pursuant to the applicable ordinances of the Village of Inverness. Neither the members of the Committee nor its designated representatives shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of services performed pursuant to this Article.

(O) There shall be no above-ground swimming pools.

(P) No building shall hereafter be erected on any lot unless in conjunction therewith there is constructed a hard surface driveway in accordance with applicable Village ordinances. 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. Drainage ditches paralleling roads shall not be altered with regard to their course or carrying capacity by installation of such driveway or for any other purpose. No culvert shall be laid in ditches by the property owner, other than for driveways, unless approved by the Village Engineer.

(Q) No single lot or parcel in a platted subdivision of record in any single family residential zone may hereafter be used for more than one single family residence or dwelling. No building shall be erected or maintained on any lot unless it be a residence designed and equipped for occupancy by a single family, provided that after completion of any such residence, accessory buildings may be erected and maintained as appurtenances of such residence provided such structures are permitted by and comply with all applicable Village ordinances.

(R) For the purposes hereof, any lot line adjoining any street shall be the "front line." No building, breezeway, garage or any other structures other than the required hard surface driveway mail box and postlight shall be erected or permitted nearer said lot lines than that

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which is allowable under the building, zoning and other applicable laws and regulations of the Village. At time of issuance of a building permit for corner sites, the permanent address will be determined on the building permit, and this permanent address shall determine the front yard of each such corner lot for purposes of application of all other ordinances of the Village. No fences shall be allowed other than as may be specifically required by the ordinances of the Village of Inverness.

(S) All equipment used in clearing, excavation or construction, not rubber-tired, shall only be loaded or 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 and except any truck or commercial vehicle which is restricted to the interior confines of the private garage. No private vehicles shall be continuously parked on the streets or roadways, but shall be kept on the driveway of the lot or in the private garage, it being the intention to prevent obstruction of the streets by continuous parking thereon.

(T) An electric post light shall be installed near the driveway, at the front lot line before the house constructed on such lot shall be occupied.

(U) No advertising, sign, or billboard, including "For Sale" or "For Rent" advertising signs, and no visible oil or gas tank for fuel or other purpose, shall be erected or maintained on any lot; except however, (1) a sign, not exceeding 2 feet x 3 feet in area, may be erected during the construction of a residence, displaying the name of the

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general contractor and/or architect, which sign shall be removed immediately after completion of the house; (2) temporary lot identification signs as specified in the Village of Inverness Planned Unit Development Ordinance for the DiMucci Property; and (3) provided, however, that the developers, their successors or assigns may erect and maintain four (4) temporary sales and identification signs specified in said Ordinance for the DiMucci Property.

(V) All lots made subject to this Declaration shall continue to be subject to these covenants and restrictions until May 1, 2008 and thereafter perpetually unless the owners representing two-thirds (2/3rds) in number of all lots in the development and the Village of Inverness shall file in the office of the Recorder of Deeds of Cook County, Illinois, a written statement, signed, approved and acknowledged by such owner or owners and by the Village of Inverness stating that such restrictions, or portions thereof, shall become ineffective prior to the end of such additional period, in which event such restrictions or those specified in such written statement shall become ineffective on the date stated in such written statement.

(W) Each covenant and restriction set forth herein shall be for the benefit of all lot owners as well as for the benefit of the Village. Each lot owner, the Braymore Hills of Inverness Property Owners Association and/or the Village shall have the right to enforce these covenants and restrictions. If the parties hereto, or any of them or their heirs, successors or assigns shall violate or attempt to violate any of these covenants or restrictions, it shall

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be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against such parties, their heirs or assigns to enforce such covenants or restrictions and either to prevent such person or persons from so doing, or to recover damages for such violation, or both.

(X) A setback of not less than one hundred fifty (150) feet as measured from the center line of Barrington Road shall be maintained on all lots (including Parcel 1 or lots within said Parcel) lying adjacent to said road. Such setback may be utilized as all or part of any required setbacks established by the Village of Inverness Zoning Ordinance. Such setback shall prohibit the erection or maintenance of any structure (including tennis courts and swimming pools) within such setback area unless the Inter-governmental Agreement between the Village of Inverness and the Village of Barrington dated May 27, 1980 is amended to provide otherwise. The guard house as shown on Exhibit E to the Annexation agreement of June 26, 1983 shall not be located within such setback area unless otherwise approved by the Village of Barrington.

(Y) A setback of not less than seventy-five (75) feet as measured from the right-of-way line of Dundee Road (State Route 68) shall be maintained on all lots adjacent to said road, from its intersection with Barrington Road East to the Palatine Township line. Such setback may be utilized as all or a part of any required setbacks established by the Village of Inverness Zoning Ordinance, but in no event shall the setback be less than seventy-five (75)

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feet, measured as aforesaid. Such setback shall prohibit the erection or maintenance of any structure (including tennis courts and swimming pools) within such setback area unless the Intergovernmental Agreement between the Village of Inverness and the Village of Barrington dated May 27, 1980 is amended to provide otherwise.

(Z) Each lot owner or owner of any parcel of the subject property shall be a member of and be subject to and bound by all of the By-Laws, Rules and Regulations established by the Braymore Hills of Inverness Property Owners Association.

(AA) No owner of any lot shall cause or permit the construction or establishment of any dock or beach, sandy or otherwise, on any lake, pond or waterway on the property legally described in Exhibit A hereto, nor shall any power boat of any kind whatsoever be operated on any lake, pond or waterway within said property. Only boats no longer than 8' and propelled only by sails, oars or paddles may be used on any lake, pond or waterway on the property and then only in accordance with the By-laws, Rules and Regulations established by the Braymore Hills of Inverness Property Owners Association.

(BB) Additional covenants, conditions, reservations and restrictions may be imposed upon the land which is legally described in Exhibit A hereto, which are to be construed as restrictive covenants running with the title to such land and with each and every parcel thereof at any time prior to the conveyance of the first of any such lots to be conveyed by the owner of record.

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ARTICLE IX

EASEMENT

Municipal Easement. An easement is hereby declared, reserved and granted in perpetuity over the Common Property for the benefit of duly authorized agents and employees of any governmental unit exercising jurisdiction over the subject premises for ingress and egress to and from the public right of way to and over any portion of the Common Property for the purpose of providing municipal services to all portions of the Common Property.

ARTICLE X

GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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3. Declarant's Use of the Premises. Declarant hereby reserves the right to engage in the construction of residences and sale of lots which are or shall become the subject matter of this Declaration and shall be entitled to erect model residences, sales and production offices, including all appurtenant structures and lighting which, in the sole discretion of the Declarant, shall assist it in the conduct of its business.

4. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

5. Notices. Any notice required or desired to be given under the provisions of this Declaration to any Member, Owner or any other person entitled to use the Common Property or any part thereof shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the last known address for each such person, all as shown on the books and records of the Association at the time such notice is given.

6. Properties.

(a) The real estate described in Exhibit "A" attached hereto, shall be referred to herein as the "Existing Property" and is hereby made subject to this Declaration.

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(b) Additional real estate may from time to time be made subject to this Declaration by the Developer upon the recording by the Developer of a declaration, supplementary to this Declaration, referring to this document and setting forth such complimentary additions or modifications contained therein which may be necessary to reflect the different character of said additional real estate provided, however, that said additional real estate shall be contiguous to properties already made subject to this Declaration.

IN WITNESS WHEREOF, OAK PARK TRUST AND SAVINGS BANK, has caused this instrument to be executed by its proper officers thereunto duly authorized as of the 29th day of March, 1964.

SIGNED by OAK PARK TRUST AND SAVINGS BANK, A CORPORATION, not personally but solely as Trustee Under a certain Trust Agreement known as Trust No. 6716.

Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of OAK PARK TRUST AND SAVINGS BANK is hereby expressly waived by the parties hereto and their respective successors and assigns.

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OAK PARK TRUST AND SAVINGS BANK,
a Corporation, not personally
but solely as Trustee under a
certain Trust Agreement known as
Trust No. 6716

By:
AS TRUSTEE

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Margaret O'Donnell, a Notary Public in and for
the County and State aforesaid, do hereby certify that

Patricia Crowe Jepsen ASSISTANT VICE PRESIDENT and
(Title)
Denise John Carrara Assistant Secretary of
(Title)

OAK PARK TRUST AND SAVINGS BANK, personally known to me to be the
same persons whose names are subscribed to the foregoing instru-
ment as such ASSISTANT VICE PRESIDENT and Assistant Secretary,
(Title) (Title)

respectively, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument
as their own free and voluntary act, and as the free and voluntary
act of said OAK PARK TRUST AND SAVINGS BANK, for the uses and
purposes therein set forth; and the said Assistant Secretary
did also then and there acknowledge that he, as custodian of the
seal of said OAK PARK TRUST AND SAVINGS BANK, did affix the said
seal of said OAK PARK TRUST AND SAVINGS BANK to said instrument
as his own free and voluntary act, and as the free and voluntary
act of said OAK PARK TRUST AND SAVINGS BANK for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of
MARCH, 1984.

Margaret O'Donnell
Notary Public

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PLAT WITH THIS
DOCUMENT

HAS BEEN MICROFILMED

SEE JACKET FILE No 27098180

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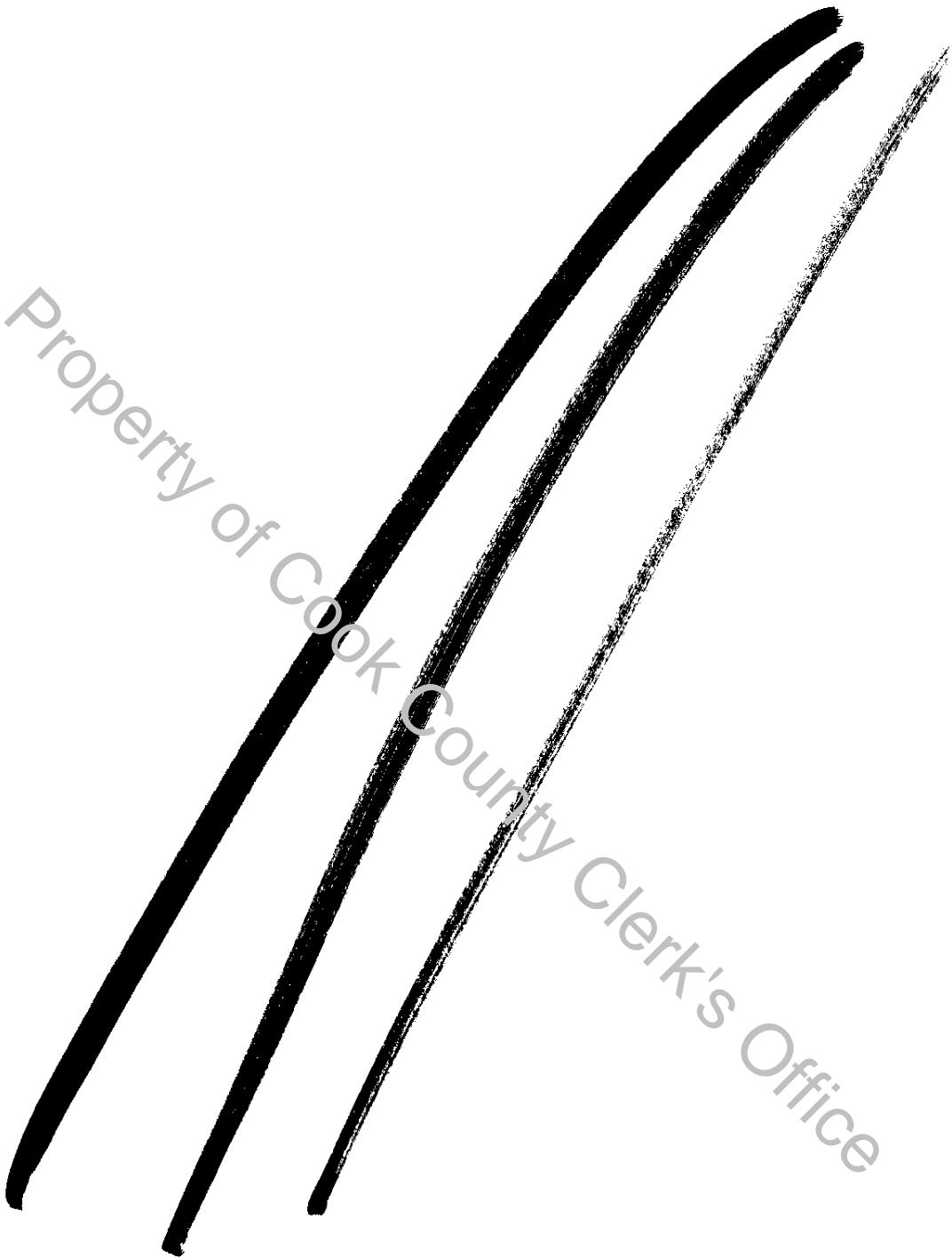
That part of the North 1/2 of Section 13, Township 42 North, Range 9 East of the 3rd Principal Meridian is divided by a line described as follows: Beginning at the intersection of the North line of Northwest 1/4 of said Section 13 with the center line of Barrington Road as per the Plat of Dedication thereof recorded December 7, 1932 as Document No. 11172083: thence North 89 degrees 55 minutes 00 seconds East; along the North line of said Section 13, a distance of 1674.35 feet to a point on the North line of the Northwest 1/4 of said Section 13 which is 13.23 feet East of the Northwest corner thereof; thence South 08 degrees 53 minutes 40 seconds East, 312.93 feet; thence West along a curved line, the last described course being a radial line of said curve, convex to the South and having a radius of 1919.90 feet, a distance of 88.05 feet, arc measure, the chord of said curved line bearing South 82 degrees 25 minutes 12 seconds West, 88.04 feet; thence South 05 degrees 16 minutes 00 seconds East along a radial line of said curved line, 310.47 feet; thence South 43 degrees 55 minutes 30 seconds West, 230.0 feet; thence South 70 degrees 10 minutes 21 seconds West, 434.49 feet; thence South 07 minutes 55 seconds West, 434.37 feet; thence North 59 degrees 42 minutes 30 seconds West, 229.91 feet; thence North 74 degrees 07 minutes 32 seconds West, 238.13 feet; thence South 15 degrees 21 minutes 10 seconds West, 66.56 feet; thence South 08 degrees 42 minutes 12 seconds West, 350.0 feet; thence South 63 degrees 00 minutes 00 seconds East, 70.51 feet; thence South 19 degrees 10 minutes 51 seconds West, 273.0 feet; thence North 69 degrees 07 minutes 55 seconds West, 310.0 feet; thence South 95 degrees 18 minutes 19 seconds West, 170.0 feet; thence North 63 degrees 00 minutes 00 seconds West, 277.64 feet to a point on the Easterly line of Barrington Road as heretofore dedicated, as aforesaid, being a curved line, convex to the South, and having a radius of 5779.85 feet; thence North 27 degrees 00 minutes 00 seconds East, 80.0 feet; thence North 27 degrees 00 minutes 00 seconds West, 10.0 feet; thence North 62 degrees 20 minutes 54 seconds West along a radial line of said curved line, a distance of 50.0 feet to the center line of said road; thence North 67 degrees 20 minutes 54 seconds West along a radial line of said curved line, convex to the Southeast and having a radius of 5779.85 feet, a distance of 1096.97 feet, arc measure, to a point of tangency; thence North 16 degrees 34 minutes 55 seconds East along said tangent and the center line of Barrington Road, 308.05 feet to an intersection with the North line of the Northwest 1/4 of said Section 13 and the place of beginning, Cook County, Illinois.....

EXHIBIT A

END OF RECORDED DOCUMENT

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Property of Cook County Clerk's Office



I CERTIFY THAT THIS COPY
IS A TRUE AND CORRECT COPY

OF BOOK NO. *27098180*

MAR 23 06

DEPUTY CLERK

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EXHIBIT "A"

Legal Description

LOT 41 IN BRAYMORE HILLS OF INVERNESS UNIT NO. 3, 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.

Address of Property: 95 Gaelic Court, Barrington, Illinois 60010

Permanent Index Number: 01-13-103-016-0000

Property of Cook County Clerk's Office