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Eugene "Gene" Moore
Cook County Recorder of Deeds
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Property of Cook County Clerk's Office

**DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

Prepared By and Return to:
Terry L. Wepler
Attorney at Law
121 W. Church Street
Libertyville, IL 60048

11/27
OK per [signature]

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by JWS DEVELOPMENT, LLC hereinafter referred to as "Declarant",

WITNESSETH

WHEREAS, Declarant is the legal title holder of certain property in the Village of Northbrook, County of Cook, State of Illinois ("*Property*") which is more particularly described in Exhibit A attached hereto.

WHEREAS, a portion of the Property, pursuant to local laws and ordinances, has been designed as a storm water detention area and provisions for proper maintenance thereof and for other property, including the islands in the cul de sac street serving the Property, must be established.

NOW, THEREFORE, Declarant hereby declares that the Property in whole or in part shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of providing for storm water management on the Property and the proper maintenance of other portions of the Property and protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property in whole or in part thereof, their heirs, successors, personal representatives, legatees, and assigns, and shall inure to the benefit of each owner thereof and the Village of Northbrook, Illinois.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Techny Estates Homeowners Association, Inc., its successors and assigns.

Section 2. "Declarant" shall mean and refer to the legal title owners of the Property as hereinbefore described.

Section 3. "Developer" shall mean and refer to JWS Development, LLC, an Illinois limited liability company.

Section 4. "Lot" shall mean and refer to any plot of land shown as Lots 1 through 8, inclusive, upon the recorded final subdivision plat of the Property known as TECHN Y ESTATES and recorded as Document _____ in the Cook County Recorder of Deeds Office.

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Section 5. "Maintenance Area" shall mean that part of the Property to be maintained by the Association, described as follows:

Outlot A and Outlot B of the Property, as depicted on the Final Subdivision Plat, together with any and all improvements thereon, including without limitation the storm water detention ponds and all drainage swales and other related equipment and appurtenances located on Outlot A and Outlot B as well as the islands in the cul de sac being constructed as depicted on the Final Engineering Plans approved by the Village Engineer of the Village of Northbrook.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Property" shall mean and refer to that certain real property legally described in Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II PROPERTY RIGHTS

Section 1. Easement. The area of the Property designated as Outlots A and B shall be continuously maintained in a first rate manner by the Association and an easement on, under and above Outlots A and B is hereby granted to, and for the use and benefit of, all of the Lots for the purpose of storm water detention and drainage.

Section 2. Association. The Association, its agents, contractors and employees, shall have the right and easement to enter upon the Maintenance Area for the purpose of maintaining the Maintenance Area as more fully set forth hereinafter.

Section 3. Village of Northbrook Easement and Enforcement Rights. The Village shall the following rights, among others:

A. Easement Rights. An easement is hereby established over the Maintenance Area for the benefit of the Village for storm water drainage and detention, emergency, utility, enforcement and government service purposes, and general maintenance purposes.

B. Enforcement Rights. If the Association fails to maintain the Maintenance Area or otherwise breaches the terms and conditions created by this Declaration, the Village of Northbrook, its employees and agents, may, at its election, but only after giving the Association 10 days written notice, enter upon the Maintenance Area and perform such obligations in which event said Village of Northbrook shall have the right to charge the Association an amount sufficient to defray the entire cost of such work or action, including administrative costs, either before or after such cost is incurred. If the amount so charged is not paid by the Association within thirty (30) days following a demand in writing by the Village for such payment, such

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charge, together with interest and costs of collection, shall become a lien upon the Lots upon recording with the Cook County Recorder of Deeds of a notice thereof. Such liens shall be enforceable by any proceeding at law or in equity in the amount of any such monies expended by the Village of Northbrook together with interest and costs of collection, in connection with performing the obligations hereunder with interest thereon at the maximum legal rate until paid plus costs of suit and reasonable attorney's fees.

Section 4. Declarant. Declarant and Developer, and their agents and employees, shall have the right and license to enter upon the Maintenance Area, either prior or subsequent to the conveyance thereof, for the purpose of constructing or maintaining such improvements thereto and thereon required by the Village of Northbrook, or other governing agencies.

Section 5. Covenant. Without first obtaining the express written consent of the Village of Northbrook, which consent the Village of Northbrook shall not be obligated to grant, the Association hereby covenants and agrees that;

- (a) there shall not be any obstruction, alteration or modification of the established drainage pattern from, on or over the Maintenance Area or in the finished grade thereof, nor shall there in any way be any modification of any drainage swale devices and facilities now or hereafter installed thereon;
- (b) no construction of any kind whatsoever shall be erected or permitted to exist within the Maintenance Area that might materially impede storm water drainage therein or materially reduce the storm water drainage thereof or that might impair the view of pedestrian or motor vehicle traffic or that might otherwise impair easement rights of the Village including, but not limited to, the Village's right of access to the detention ponds in the Maintenance Area, unless prior approval of the Village Manger is first obtained.
- (c) the Maintenance Area shall be continuously maintained in a first-rate manner by the Association. The Association shall maintain a grass cover on the surface of the Maintenance Area and shall keep such grass in a trimmed condition and free of noxious weeds.
- (d) nothing in this Declaration shall constitute a dedication of Outlot A or Outlot B to the Village of Northbrook.
- (e) The Association shall maintain casualty and liability insurance and be responsible for the real estate taxes for the Maintenance Area.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an 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 vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any one of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or
- (b) upon resignation of Declarant from Class B membership.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned with the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made upon the recording of a Certificate of Non-Payment of Assessments in the office of the Recorder of Deeds of Cook County, Illinois. Each such assessment, together with interest, costs, reasonable attorney's fees and the costs of collection as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Assessments shall be collected and paid in periodic installments as determined by the Board of Directors of the Association.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the preservation and maintenance of the Maintenance Area, and also for the conduct of the general affairs of the Association, which shall be limited to the said preservation and the maintenance of the Maintenance Area.

Section 3. Levy of Annual Assessments. The Board of Directors of the Association shall levy annual assessments on each Lot, subject to the limitations hereinafter provided:

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(a) The Class B members shall pay all of the expenses of the Association until by virtue of the sale of the first lot, the Class A membership is created.

(b) From and after the first day of the month following the creation of the Class A membership the assessment for the balance of the calendar year, and for the following year ("*Maximum Annual Assessment*") shall be fixed by the Board of Directors and paid 1/8th by the Owner of each Lot, whether Class A or Class B. The Voting rights shall remain as stated in Article III.

(c) Special assessments shall require the approval by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for that purpose. This supermajority voting requirement shall not apply to assessments to reimburse the Village for any costs owing to the Village as a result of the Village exercising its rights pursuant to Section II.2. of this Declaration.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes 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.

Section 5. Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or annual basis at the discretion of the Board of Directors of the Association.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The assessments provided for herein shall commence as to all Lots on the first day of the month following the cessation of the Class B membership. The first assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the assessment against each Lot at least thirty (30) days in advance of each annual assessment period, but the failure to do so shall not affect the validity thereof. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate of applicable interest permitted under Illinois law. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien

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against the Property, or avail itself of any other competent proceeding, including maintaining an action for possession against such defaulting Owner for the benefit of all the other Owners in the manner prescribed by the Illinois Code of Civil Procedure and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment, the cost of recording any Certification of Sale, payment of assessments, costs of the action as well as reasonable attorney's fees fixed by the Court. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V DUTIES AND POWERS OF THE ASSOCIATION

Section 1. General. In addition to the duties and powers inherently charged to and possessed by the Association as an Illinois not-for-profit corporation, the Association shall have only the following duties and powers.

- (a) Collect, and enforce collection of, all assessments described in Article IV.
- (b) Grant easements where necessary for public utilities over the Maintenance Area to serve both such Maintenance Area and the Lots.
- (c) Maintain such policy or policies of insurance in sufficient amounts to protect the interests of the Association, its members, officers and directors.
- (d) Contract with independent contractors, and others, if the same shall be deemed necessary by the Board of Directors to perform and effectuate all or any of the duties and powers of the Association.
- (e) Maintain the Maintenance Area, and all landscaping situated thereon. Green areas, trees, shrubs, flowerbeds and other landscaping in the Maintenance Area shall be mowed, raked, trimmed, and cultivated, and storm water detention facilities and equipment (including and not limited to sump pump, retaining walls, required fencing, and necessary power for operating of equipment) contained thereon shall be maintained, all in accordance with this Declaration, the ordinances of the Village of Northbrook, the Plat of Subdivision and the Engineering Plans for the TECHNYS ESTATES SUBDIVISION approved by the Village of Northbrook.
- (f) Comply with this Declaration, the By-laws of the Association, and all ordinances, regulations, and laws of the Village of Northbrook, the State of Illinois, and the United States.

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ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Association, any Owner or the Village of Northbrook, shall have the right to enforce, by any 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, any Owner or the Village of Northbrook to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

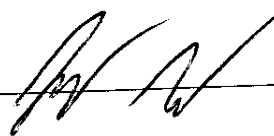
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Provided written consent therefor is first obtained from the Village of Northbrook, which consent the Village of Northbrook shall not be obligated to grant, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be approved by the Village of Northbrook by written resolution duly adopted and recorded with the Cook County Recorder of Deeds.

IN WITNESS WHEREOF, the undersigned, collectively being the Declarant herein have hereunto set their hands and seals this day of 26 January 2007.

JWS DEVELOPMENT, LLC

By: _____



Its: _____

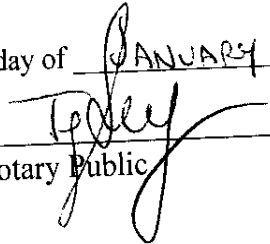
manager

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STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that JEFFREY WONG, personally known to me to be the MANAGER of JWS Development LLC, an Illinois limited liability company, 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 as such JEFFREY WONG, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26 day of JANUARY, 2007.



Notary Public

My Commission expires:



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UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION OF THE PROPERTY**

LOTS 1 THROUGH 8, INCLUSIVE, AND OUTLOTS A AND B IN TECHNY ESTATES, BEING A RESUBDIVISION OF THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 35 IN FLYNN'S TECHNY ROAD AND LANDWEHR ROAD SUBDIVISION; BEING A SUBDIVISION OF PART OF SAID NORTHWEST QUARTER OF SECTION 17, ACCORDING TO THE PLAT THEREOF RECORDED JULY 25, 1945 AS DOCUMENT NO. 13559447; THENCE SOUTH 89 DEGREES 55 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINES OF LOTS 35, 34 AND 33 IN SAID FLYNN'S TECHNY ROAD AND LANDWEHR ROAD SUBDIVISION, 341.70 FEET TO THE NORTHEAST CORNER OF SAID LOT 33; THENCE SOUTH 00 DEGREES 45 MINUTES 55 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 33, A DISTANCE OF 18.66 FEET TO THE MOST SOUTHERLY LINE OF LOT 28 IN SAID FLYNN'S TECHNY ROAD AND LANDWEHR ROAD SUBDIVISION; THENCE SOUTH 89 DEGREES 52 MINUTES 24 SECONDS EAST ALONG SAID MOST SOUTHERLY LINE OF LOT 28 AND ALONG THE SOUTH LINE OF LOT 29 IN SAID FLYNN'S TECHNY ROAD AND LANDWEHR ROAD SUBDIVISION, 116.00 FEET TO A POINT ON SAID SOUTH LINE OF LOT 29; THENCE SOUTH 00 DEGREES 45 MINUTES 55 SECONDS WEST, ALONG THE EAST LINE OF A PARCEL, SAID LINE REPORTEDLY PARALLEL WITH THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF AFORESAID SECTION 17 (PER TITLE COMMITMENT AS NOTED ON ANNEXED PLAT), 513.84 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER THAT IS 969.95 FEET EAST OF, AS MEASURED ALONG SAID SOUTH LINE, THE SOUTHWEST CORNER OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 116.00 FEET TO A POINT ON THE EAST LINE, AS EXTENDED SOUTH, OF AFORESAID LOT 33, SAID POINT BEING 853.95 FEET WEST OF, AS MEASURED ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER, THE SOUTHWEST CORNER OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 45 MINUTES 55 SECONDS EAST, ALONG SAID EAST LINE, AS EXTENDED SOUTH, 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 33; THENCE NORTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, ALONG THE SOUTH LINES OF AFORESAID LOTS 33, 34 AND 35, A DISTANCE OF 340.64 FEET TO THE SOUTHWEST CORNER OF SAID LOT 35; THENCE NORTH 00 DEGREES 38 MINUTES 24 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 35, A DISTANCE OF 481.79 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART OF DEDICATED FOR HIGHWAY PURPOSES), IN COOK COUNTY, ILLINOIS.

Commonly known as 3260, 3280, 3300 and 3320 Techny Road, Northbrook, Illinois 60062