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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/22/2018 11:00 AM PG: 1 OF 66

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and return to:

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## AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BRAYMORE HILLS OF INVERNESS PROPERTY OWNERS ASSOCIATION

THIS AMENDED AND RESTATED DECLARATION, made this 7th day of May 2018 by the Board of Directors for the Braymore Hills of Inverness Property Owners Association;

### WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions was originally recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 27098180 on May 23, 1984 ("Original Declaration"); and

WHEREAS, the Board of Directors for the Braymore Hills of Inverness Property Owners Association is charged with the administration certain real estate in the County of Cook, State of Illinois, referred to in Section 1, Article II of this Declaration; and

WHEREAS, the Braymore Hills of Inverness Property Owners Association has been established for the benefit of all Lot Owners and all future Lot Owners and Occupants of the Property (as hereinafter defined) and each part thereof, certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Board and the Unit Owners desire to amend and restate the Original Declaration in order to provide well-defined rights, remedies, and restrictions for the Property and the Braymore Hills of Inverness Property Owners Association; and

WHEREAS, the Board desires and intends by this Amended and Restated Declaration of Covenants and Restrictions to re-submit the Parcel, together with all improvements and structures erected, constructed or contained therein or thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners and Occupants of Units therein (all as hereinafter defined), to the provisions of the *Illinois Common Interest Community Association Act* ("Act"); and

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WHEREAS, the Board desires to amend and restate the Original Declaration and By-Laws in order to bring the same into compliance with the requirements of the *Illinois Common Interest Community Association Act*, 765 ILCS 160/1 et seq., as; and

WHEREAS, the Board pursuant to 765 ILCS/1-60 and by at least two-thirds (2/3rds) vote of the Board of Directors approves of the changes of the Original Declaration.

NOW, THEREFORE, the Board 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.

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, all the members of the Common Interest Community, acting pursuant to this Declaration and By-Laws through its duly elected Board of Directors.
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.
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.

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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.

9. Acceptable Technological. Includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

10. Board. A common interest community association's board of managers or board of directors, whichever is applicable.

11. Board Member or Member of the Board. A member of the board of managers or the board of directors, whichever is applicable.

12. Board of Directors. A common interest community that has been incorporated as an Illinois not-for-profit corporation, the group of people elected by the members of a common interest community as the governing body to exercise for the members of the common interest community association all powers, duties, and authority vested in the board of Directors under the Act and the common interest community association's declaration and By-Laws.

13. Act. The Common Interest Community Association Act, 765 ILCS 160 and as amended from time to time.

14. By-Laws. The By-Laws governing the Association.

15. Common Areas. The portion of the property other than a Lot.

16. Common Expenses. The proposed or actual expenses affecting the property, including reserves, if any, lawfully assessed by the common interest community association.

17. Common Interest Community. Real estate other than a condominium or cooperative with respect to which any person by virtue of his or her ownership of a partial interest or a unit therein is obligated to pay for the maintenance, improvement, insurance premiums or real estate taxes of common areas described in a declaration which is administered by an association. "Common interest community" may include, but not be limited to, an attached or detached townhome, villa, or single-family home. A "common interest community" does not include a master association.

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18. Community Instruments. All documents and authorized amendments thereto recorded by the common interest community association, including, but not limited to, the declaration, By-Laws, operating agreement, plat of survey, and rules and regulations.

19. Declaration. Any duly recorded instruments, however designated, that have created a common interest community and any duly recorded amendments to those instruments.

20. Electronic Transmission. Any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

21. Majority or Majority of the Members. The owners of more than 50% in the aggregate in interest of the undivided ownership of the common elements. For the purpose of tabulating ownership interest, all Lots shall be deemed to have an equal percentage interest in the common elements. Any specified percentage of the members means such percentage in the aggregate in interest of such undivided ownership. "Majority" or "majority of the members of the board of the common interest community association" means more than 50% of the total number of persons constituting such board pursuant to the By-Laws or operating agreement. Any specified percentage of the members of the common interest community association means that percentage of the total number of persons constituting such board pursuant to the By-Laws or operating agreement.

22. Management Company or Community Association Manager. A person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for an association for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to the Act.

23. Board Meeting. Any gathering of a quorum of the members of the board of the common interest community association held for the purpose of conducting board business.

24. Membership. The collective group of members entitled to vote as defined by the community instruments.

25. Person. A natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

26. Prescribed delivery method. Mailing, delivering, posting in an association publication that is routinely mailed to all members, electronic transmission, or any other delivery method that is approved in writing by the member and authorized by the community instruments.

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27. Purchaser. Any person or persons who purchase a Lot in a bona fide transaction for value.

28. Record. To record in the office of the recorder of the county wherein the property is located.

29. Reserves. Those sums paid by members which are separately maintained by the common interest community association for purposes specified by the declaration and By-Laws of the common interest community association.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Existing Property. The real estate 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.

2. Voting Rights. The Association shall have one class of voting membership:

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 the amount themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

## 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 purpose and subject to such conditions as may be agreed to be 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-thirds (2/3rds) of the votes of the combined Class A 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. Common Property is held in the name of the Association.

## ARTICLE V

### COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. 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 be deemed to covenant and agree to pay to the Association:

(a) annual assessments or charges to be paid shall be paid once per year 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 facilitated devoted to this purpose and directly related to the use and enjoyment of the Common Property and of the 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

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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) The Board of Directors shall make all reasonable efforts to maintain costs. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to member approval or the provisions of subsection 3(b) or 4 of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the Association. "Emergency" also includes a danger to the life, health or safety of the membership..

(b) If an adopted budget or any separate assessment adopted by the Board of Directors would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the common interest community association, upon written petition by members with 20% of the votes of the association delivered to the board within 14 days of the Board action, shall call a meeting of the members within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

(c) 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.

(d) If the total common expenses exceed the total amount of the approved and adopted budget, the common interest community association shall disclose this variance to all its members and specifically identify the subsequent assessments needed to offset this variance in future budgets.

(e) Assessments for additions and alterations to the common areas or to association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total members at a meeting called for that purpose.

(f) Each member shall receive through a prescribed delivery method, at least thirty (30) days but not more than sixty (60) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes.



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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 costs 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 if an adopted budget or any separate assessment adopted by the Board of Directors would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the common interest community association, upon written petition by members with 20% of the votes of the association, delivered to the board within 14 days of the Board action, shall call a meeting of the members within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

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 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 proceeding meeting.

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 but not more than sixty (60) 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.



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(b) Written notice of the assessment shall thereupon be delivered, mailed or sent by acceptable electronic means to every Owner subject thereto showing the amount and the due date of the assessment.

(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.

(d) The board shall provide all members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The board shall (i) make available for review to all members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the association.

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 personal 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. The Board from time to time may establish rules and policies on the collection of assessments, see Exhibit of "A" of the By-Laws as amended from time to time.

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

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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 for all real estate dedicated to and accepted by a local public authority.

## 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 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 interest of the Association and its Members; and

(b)(1) 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 \$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 or the names insured shall not be prejudiced with respect to actions against other names insureds.

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(b)(2) Fidelity insurance. An association with 30 or more units shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the association. All management companies which are responsible for the funds held or administered by the association shall maintain and furnish to the association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the association and a management company.

(c) The Board shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from members or unit owners for violations of the declaration, bylaws, operating agreement, and rules and regulations of the common interest community association.

(d) The association may engage the services of a manager or management company.

## 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 purpose.
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 (i) be done in any part of the real estate nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loud speakers or other sound producing devices be used, except by 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

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residence or other structure unless such attachments shall have been first submitted to and approved by the Board of Directors or the Architectural Review 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 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.

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

(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 the contiguous property and after any such division or a lot the portion not conveyed shall not thereafter be used for a single family dwelling. Any portion so conveyed to a contiguous

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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.

(ii) 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 Inverness, 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 drains to be dedicated to the Village of Barrington. 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 petition initiated by the Village and in addition, the Village may bring an action at law against the owner of record of such lot.

(F) 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 is 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 events thereof may be recorded as a lien on the title to the area in question, or on all lots within the development. In the case of

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single delinquent lot owner, on the lot in question, which liens may be foreclosed by court action dictated by the Village and in addition, the Village may bring an action at law to collect any expenses thereby incurred.

(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 DiMucci Property Planned Development. No professional offices 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.

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

(M) No owner or 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 specification



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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 costs, 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 Certificate of Appropriateness by 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 Ordinance. 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 standard 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 on 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 hardsurface driveway mail box and postlight shall be erected or permitted nearer said lot lines than that 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



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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 and construction, not rubber-tired, shall only be loaded and 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 all be kept on the driveway of the lot or in the private garage, it being the intention to prevent obstruction of private 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 pump or gas tank for fuel or other purpose, shall be erected 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 residence, displaying the name of 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) 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 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 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 person from 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 Intergovernmental Agreement between the Village of Inverness and the Village of

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Barrington dated May 27, 1980 is amended to provide otherwise. The guard house as shown on Exhibit E to the Annexation agreement of June 28, 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) 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.

## **ARTICLE IX** **EASEMENT**

**Municipal Easement.** An easement is hereby declared, reserved and granted in perpetuity over the Common Property or 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.

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## 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.

3. 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.

4. 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.

### 5. Use of technology

Section (a). Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any community instrument or any provision of the Act may be accomplished using acceptable technological means. This Article governs the use of technology in implementing the provisions concerning notices, signatures, votes, consents, or approvals.

Section (b). The Association, unit owners, and other persons entitled to occupy a unit may perform any obligation or exercise any right under any community instrument or any provision of the Common Interest Community Association Act by use of acceptable technological means.

Section (c). A signature transmitted by acceptable technological means satisfies any requirement for a signature under any community instrument or any provision of the Common Interest Community Association Act.

Section (d). Voting on, consent to, and approval of any matter under any community instrument or any provision of this the Common Interest Community Association Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.

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Section (e). Subject to other provisions of law, no action required or permitted by any community instrument or any provision of the Common Interest Community Association Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board.

Section (f). If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of acceptable technological means.

Section (g). This Section 5 does not apply to any notices required: (i) under Article IX of the Code of Civil Procedure; or (ii) in connection with foreclosure proceedings in enforcement of any lien rights under the Act.

Property of Cook County Clerk's Office

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THE PRESIDENT OF BOARD OF DIRECTORS OF THE BRAYMORE HILLS OF INVERNESS PROPERTY OWNERS ASSOCIATION

Kenneth E. Bobbe

President - Kenneth Bobbe

ATTESTATION

William M. Sneed

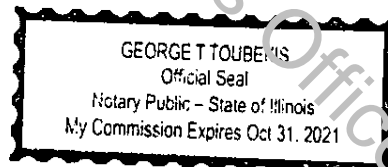
Secretary - William Sneed

I, George Toubenis, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Kenneth Bobbe, President of the Board of Directors of the Braymore Hills of Inverness Property Owners Association, personally known to me to be the same persons whose name is subscribed to the foregoing **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRAYMORE HILLS OF INVERNESS PROPERTY OWNERS ASSOCIATION**, as the President of the Board of Directors of the Braymore Hills of Inverness Property Owners Association appeared before me this day in person and acknowledged that they signed and delivered the said Amendment as his free and voluntary act and as the free and voluntary act for the uses and purposes set forth therein.

Given under my hand and notarial seal this 4<sup>th</sup> day of May, 2018.

George Toubenis

Notary Public



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LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, A, AA, B, C, D, E, F, G.

IN BRAYMORE HILLS OF INVERNESS UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

01	13	200	030	1	10069
AREA	SUB-AREA	BLOCK	PARCEL	UNIT	WARRANT CODE

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS  
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

**UNOFFICIAL COPY**

1972 DIVISION  
 Block 200 Parcel 030

VOLUME  
 1  
 TAX CODE  
 10069

1984 DIVISION  
 CODE CHANGE  
 Block \_\_\_\_\_ Parcel \_\_\_\_\_

AREA SUB-AREA BLOCK PARCEL UNIT  
 01- 13- 200- 030

THAT PRT LYG E OF E LN W 120 ACS  
 NE 1/4 SEC AS FENCED & OCCUPIED OF N  
 390.75FT S 1585FT W 120 ACS NE 1/4

SEC.	TOWN	RANGE	LOT	SUB-LOT	LOT	BLOCK
13	42	9				

PRYOR 306113

Property of Cook County Clerk's Office

01	13	200	032	1	10069
AREA	SUB-AREA	BLOCK	PARCEL	UNIT	WARRANT CODE

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS  
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

1988 DIVISION  
 101-004 028  
 Block 200 Parcel 031

VOLUME  
 1  
 TAX CODE  
 10069

AREA SUB-AREA BLOCK PARCEL UNIT  
 01- 13- 200- 032

(EX PRT TAKEN FOR BRAYMORE HILLS OF  
 INVERNESS UNIT #2) THE N 390.75FT OF PRT OF W 120 ACS OF NE 1/4 OF  
 SEC 13-42-9 DAF COM AT A PT IN S/L OF SD NE 1/4 33 FT W OF SE COR OF  
 W 1/2 E 1/2 SD NE 1/4 SD PT BNG SE COR OF SD W 120ACS TH W ALG S/L SD NE 1/4  
 S 40FT TH N ON A LN PARL WITH E/L W 1/2 E 1/2 SD NE 1/4 1585FT TH E ON A  
 LN PARL WITH S/L NE 1/4 559.80FT TO E/L OF SD W 120ACS SD PT BNG  
 13.20FT W OF E/L OF W 1/2 E 1/2 SD NE 1/4 TH SLY ALG E/L W 120ACS NE 1/4  
 1585FT TO POB

PRYOR 306113

01	13	200	035	1	10069
AREA	SUB-AREA	BLOCK	PARCEL	UNIT	WARRANT CODE

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS  
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

1996 DIVISION  
 101- 007  
 Block 200 Parcel 034

VOLUME  
 1  
 TAX CODE  
 10069

AREA SUB-AREA BLOCK PARCEL UNIT  
 01- 13- 200- 035

(EX THAT PRT TAKEN FOR BRAYMORE HILLS  
 OF INVERNESS UNITS 1, 2, & 4, 5) & (EX BRADWELL RD) BEG AT NW COR NE 1/4  
 OF SEC 13 TH E ALG N LN OF SEC TO W LN OF CHEVIOT HILLS OF INVERNESS  
 UNIT 3 TH S ALG SD W LN TO A PNT A DIST OF 15 85 FT MOL N OF S LN OF  
 E 1/2 NE 1/4 TH W A DIST OF 573 FT TH S 390.75 FT TH W A DIST 182.46 FT TH S DIST  
 1,194.25 FT TO S LN OF NE 1/4 TH W ALG SD S LN TO SW COR OF NE 1/4 TH N TO POB  
 NE 1/4



Lot #	Property PIN	Braymore Address	City	Zip
1	01-13-102-003-0000	1800 Hamilton Court	Inverness	60010
2	01-13-102-004-0000	1800 Hamilton Court	Inverness	60010
3	01-13-102-005-0000	1850 Hamilton Court	Inverness	60010
4	01-13-102-006-0000	1840 North Braymore Drive	Inverness	60010
5	01-13-105-001-0000	1845 North Braymore Drive	Inverness	60010
6	01-13-105-002-0000	1849 North Braymore Drive	Inverness	60010
7	01-13-105-003-0000	510 Alexander Court	Inverness	60010
8	01-13-105-027-0000	520 Alexander Court	Inverness	60010
9	01-13-105-026-0000	525 Alexander Court	Inverness	60010
10	01-13-105-006-0000	1851 North Braymore Drive	Inverness	60010
11	01-13-105-007-0000	1853 North Braymore Drive	Inverness	60010
12	01-13-105-008-0000	1855 North Braymore Drive	Inverness	60010
13	01-13-105-009-0000	1865 North Braymore Drive	Inverness	60010
14	01-13-204-001-0000	1875 North Braymore Drive	Inverness	60010
15	01-13-204-002-0000	1885 North Braymore Drive	Inverness	60010
16	01-13-204-003-0000	1350 Macalpin Drive	Inverness	60010
17	01-13-204-004-0000	1340 Macalpin Drive	Inverness	60010
18	01-13-204-005-0000	1330 Macalpin Drive	Inverness	60010
19	01-13-105-015-0000	1320 Macalpin Dr	Inverness	60010
20	01-13-105-016-0000	1310 Macaplin Drive	Inverness	60010
21	01-13-105-017-0000	1300 Macalpin Drive	Inverness	60010
22	01-13-105-018-0000	720 Dunbarton Drive	Inverness	60010
23	01-13-105-019-0000	710 Dunbarton Drive	Inverness	60010
24	01-13-105-020-0000	700 Dunbarton Drive	Inverness	60010
25	01-13-105-021-0000	690 Dunbarton Drive	Inverness	60010
26	01-13-105-022-0000	680 Dunbarton Drive	Inverness	60010
27	01-13-105-011-0000	2000 South Braymore Drive	Inverness	60010
28	01-13-103-003-0000	2005 South Braymore Drive	Inverness	60010
29	01-13-103-004-0000	1955 South Braymore Drive	Inverness	60010
30	01-13-103-005-0000	1945 South Braymore Drive	Inverness	60010
31	01-13-103-006-0000	1935 South Braymore Drive	Inverness	60010
32	01-13-103-007-0000	1925 South Braymore Drive	Inverness	60010
33	01-13-103-008-0000	110 South Braymore Court	Inverness	60010

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34	01-13-103-009-0000	120 Braymore Court	Inverness	60010
35	01-13-103-010-0000	130 Braymore Court	Inverness	60010
36	01-13-103-011-0000	140 Braymore Court	Inverness	60010
37	01-13-103-012-0000	150 Braymore Court	Inverness	60010
38	01-13-103-013-0000	160 Braymore Court	Inverness	60010
39	01-13-103-014-0000	155 Braymore Court	Inverness	60010
40	01-13-103-015-0000	145 Braymore Court	Inverness	60010
41	01-13-103-016-0000	95 Gaelic Court	Inverness	60010
42	01-13-103-017-0000	90 Gaelic Court	Inverness	60010
43	01-13-103-018-0000	80 Gaelic Court	Inverness	60010
44	01-13-103-019-0000	135 Braymore Court	Inverness	60010
45	01-13-103-020-0000	125 Braymore Court	Inverness	60010
46	01-13-103-021-0000	1785 South Braymore Drive	Inverness	60010
47	01-13-103-022-0000	1775 South Braymore Drive	Inverness	60010
48	01-13-103-023-0000	1765 South Braymore Drive	Inverness	60010
49	01-13-103-024-0000	200 Knox Court	Inverness	60010
50	01-13-103-025-0000	210 Knox Court	Inverness	60010
51	01-13-103-026-0000	220 Knox Court	Inverness	60010
52	01-13-103-027-0000	230 Knox Court	Inverness	60010
53	01-13-103-028-0000	240 Knox Court	Inverness	60010
54	01-13-103-029-0000	245 Knox Court	Inverness	60010
55	01-13-103-030-0000	235 Knox Court	Inverness	60010
56	01-13-103-031-0000	225 Knox Court	Inverness	60010
57	01-13-103-032-0000	1695 South Braymore Drive	Inverness	60010
58	01-13-104-005-0000	1700 South Braymore Drive	Inverness	60010
59	01-13-104-006-0000	1740 South Braymore Drive	Inverness	60010
60	01-13-104-007-0000	1750 South Braymore Drive	Inverness	60010
61	01-13-104-003-0000	1760 South Braymore Drive	Inverness	60010
62	01-13-104-004-0000	1770 South Braymore Drive	Inverness	60010
63	01-13-104-001-0000	1922 South Braymore Drive	Inverness	60010
64	01-13-104-002-0000	1930 South Braymore Drive	Inverness	60010
65	01-13-104-008-0000	665 Dunbarton Drive	Inverness	60010
66	01-13-104-009-0000	675 Dunbarton Drive	Inverness	60010
67	01-13-104-010-0000	685 Dunbarton Drive	Inverness	60010

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68	01-13-104-011-0000	695 Dunbarton Drive	Inverness	60010
69	01-13-103-034-0000	1240 Macalpin Drive	Inverness	60010
70	01-13-103-035-0000	1230 Macalpin Drive	Inverness	60010
71	01-13-103-036-0000	1220 Macalpin Drive	Inverness	60010
72	01-13-103-037-0000	1210 Macalpin Drive	Inverness	60010
73	01-13-103-038-0000	1200 Macalpin Drive	Inverness	60010
74	01-13-103-039-0000	1110 Macalpin Drive	Inverness	60010
75	01-13-103-040-0000	1100 Macalpin Drive	Inverness	60010
76	01-13-209-001-0000	1105 Macalpin Drive	Inverness	60010
77	01-13-209-002-0000	805 Livingston Lane	Inverness	60010
78	01-13-209-003-0000	815 Livingston Lane	Inverness	60010
79	01-13-209-004-0000	825 Livingston Lane	Inverness	60010
80	01-13-209-005-0000	835 Livingston Lane	Inverness	60010
81	01-13-209-006-0000	915 Livingston Court	Inverness	60010
82	01-13-209-007-0000	925 Livingston Court	Inverness	60010
83	01-13-209-008-0000	920 Livingston Court	Inverness	60010
84	01-13-209-009-0000	900 Livingston Court	Inverness	60010
85	01-13-209-010-0000	945 Livingston Lane	Inverness	60010
86	01-13-209-011-0000	955 Livingston Lane	Inverness	60010
87	01-13-209-012-0000	965 Livingston Lane	Inverness	60010
88	01-13-209-013-0000	975 Livingston Lane	Inverness	60010
89	01-13-205-012-0000	950 Livingston Lane	Inverness	60010
90	01-13-205-013-0000	920 Livingston Lane	Inverness	60010
91	01-13-205-014-0000	910 Livingston Lane	Inverness	60010
92	01-13-205-015-0000	900 Livingston Lane	Inverness	60010
93	01-13-208-004-0000	850 Livingston Lane	Inverness	60010
94	01-13-208-001-0000	820 Livingston Lane	Inverness	60010
95	01-13-208-002-0000	810 Livingston Lane	Inverness	60010
96	01-13-208-003-0000	800 Livingston Lane	Inverness	60010
97	01-13-208-005-0000	400 Winfield Drive	Inverness	60010
98	01-13-208-006-0000	410 Winfield Drive	Inverness	60010
99	01-13-208-007-0000	420 Winfield Drive	Inverness	60010
100	01-13-208-008-0000	430 Winfield Drive	Inverness	60010
101	01-13-205-016-0000	435 Winfield Drive	Inverness	60010

102 01-13-205-017-0000 425 Winfield Drive Inverness 60010  
 103 01-13-205-018-0000 415 Winfield Drive Inverness 60010  
 104 01-13-205-019-0000 411 Winfield Drive Inverness 60010  
 105 01-13-205-020-0000 407 Winfield Drive Inverness 60010  
 106 01-13-205-021-0000 1225 Macalpin Drive Inverness 60010  
 107 01-13-205-022-0000 1235 Macalpin Drive Inverness 60010  
 108 01-13-205-023-0000 1305 Macalpin Drive Inverness 60010  
 109 01-13-205-024-0000 1315 Macalpin Drive Inverness 60010  
 111 01-13-205-025-0000 310 Macalpin Court Inverness 60010  
 112 01-13-205-003-0000 315 Macalpin Court Inverness 60010  
 113 01-13-205-004-0000 305 Macalpin Court Inverness 60010  
 114 01-13-205-005-0000 1345 Macalpin Drive Inverness 60010  
 115 01-13-205-006-0000 1355 Macalpin Drive Inverness 60010  
 116 01-13-205-007-0000 1580 Macalpin Drive Inverness 60010  
 117 01-13-205-008-0000 1570 Macalpin Circle Inverness 60010  
 118 01-13-205-009-0000 1560 Macalpin Circle Inverness 60010  
 119 01-13-205-010-0000 1550 Macalpin Circle Inverness 60010  
 120 01-13-205-011-0000 1540 Macalpin Circle Inverness 60010  
 121 01-13-206-001-0000 1545 Macalpin Circle Inverness 60010  
 122 01-13-206-002-0000 1555 Macalpin Circle Inverness 60010  
 123 01-13-206-003-0000 1565 Macalpin Circle Inverness 60010  
 124 01-13-206-004-0000 1435 Macalpin Circle Inverness 60010  
 125 01-13-206-005-0000 1445 Macalpin Circle Inverness 60010  
 126 01-13-206-006-0000 1455 Macalpin Circle Inverness 60010  
 127 01-13-206-007-0000 1465 Macalpin Circle Inverness 60010  
 128 01-13-207-001-0000 1530 Macalpin Circle Inverness 60010  
 129 01-13-207-002-0000 1520 Macalpin Circle Inverness 60010  
 130 01-13-207-003-0000 1510 Macalpin Circle Inverness 60010  
 131 01-13-207-004-0000 1500 Macalpin Circle Inverness 60010  
 132 01-13-207-005-0000 305 Bishop Court Inverness 60010  
 133 01-13-207-006-0000 315 Bishop Court Inverness 60010  
 134 01-13-207-007-0000 310 Bishop Court Inverness 60010  
 135 01-13-207-008-0000 300 Bishop Court Inverness 60010  
 136 01-13-207-009-0000 1440 Macalpin Circle Inverness 60010

137 01-13-207-010-0000 1430 Macalpin Circle Inverness 60010  
 138 01-13-207-011-0000 1420 Macalpin Circle Inverness 60010  
 139 01-13-207-012-0000 1410 Macalpin Circle Inverness 60010  
 140 01-13-207-013-0000 1890 North Braymore Drive Inverness 60010  
 141 01-13-207-014-0000 1880 North Braymore Drive Inverness 60010  
 142 01-13-207-015-0000 1870 North Braymore Drive Inverness 60010  
 143 01-13-102-013-0000 1868 North Braymore Drive Inverness 60010  
 144 01-13-102-008-0000 1866 North Braymore Drive Inverness 60010  
 145 01-13-102-009-0000 1864 North Braymore Drive Inverness 60010  
 146 01-13-102-010-0000 1860 North Braymore Drive Inverness 60010  
 147 01-13-102-011-0000 1805 Hamilton Court Inverness 60010  
 148 01-13-101-009-0000 1765 South Braymore Drive Inverness 60010  
 01-13-102-001-0000 1830 S. Braymore Inverness 60010  
 01-13-102-002-0000 1830 S. Braymore Inverness 60010  
 01-13-105-010-0000 2010 N. Braymore Inverness 60010  
 01-13-103-001-0000 1935 South Braymore Drive Inverness 60010  
 01-13-103-002-0000 1925 S Braymore Inverness 60010  
 01-13-105-013-0000 1868 N Braymore Inverness 60010  
 01-13-105-024-0000 1865 N. Braymore Drive Inverness 60010  
 01-13-204-007-0000 1865 N. Braymore Drive Inverness 60010  
 01-13-105-023-0000 710 N Dunbarton Dr Inverness 60010  
 01-13-103-033-0000 1735 S Braymore Inverness 60010

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**BY-LAWS  
OF  
BRAYMORE HILLS OF INVERNESS  
PROPERTY OWNERS ASSOCIATION, INC.**  
*(As amended through May 7, 2018)*

ARTICLE I

PURPOSES

Section 1. Purpose. The purposes of Braymore Hills of Inverness Property Owners Association, Inc., doing business as Braymore Hills of Inverness Homeowners Association (the "Association"), are those stated in the Articles of Incorporation and those actions as are authorized by the Declaration of Covenants, Conditions and Restrictions of the Association, as amended from time to time and the terms and definitions of which are incorporated herein by reference (the "Declaration"), and as otherwise allowed by law.

ARTICLE II

OFFICES

Section 1. Principal Office. The principal office of the Association in the State of Illinois shall be located in the Village of Inverness and County of Cook. The Association may have such other offices, either within or without the State of Illinois, as the Board of Directors of the Association (the "Board") may designate or the business of the Association may require from time to time.

Section 2. Registered Office. The registered office of the Association required by the Illinois General Not-for-Profit Corporation Act to be maintained in the State of Illinois may be, but need not be, identical with the principal office in the State of Illinois, and the address of the registered office may be changed from time to time by the Board.

ARTICLE III

MEMBERS

Section 1. Qualification of Members. Each Owner, as defined in the Declaration, of any Lot, also as defined in the Declaration, 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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Section 2. Class of Members and Voting Rights. The Association shall have one class of voting members. The designation of such class and the qualification of the members of such classes shall be as follows:

Class A. Class A members shall be all Owners with the exception of the Declarant, as defined in the Declaration. 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.

Section 3. Membership Certificates. No membership certificates of the Association shall be required.

Section 4. Termination. Membership in the Association shall terminate on an Owner's ceasing to own a Lot.

Section 5. Annual Meetings. Annual meetings of the Owners for the purposes of electing members of the Board of Directors (each, a "Director") and for the transaction of such other business as may come before the meeting shall be held at such place, date and time as the Board shall designate, either within or without the State of Illinois. If no such designation is made, then annual meetings shall be held on the first Monday in March that is a business day at a time and location to be included in the notice of the meeting.

Section 6. Special Meetings. Special meetings of the Owners may be called, for any purpose or purposes, by the Chairman of the Board, the President, the Board or at least twenty percent (20%) of the Owners having voting rights.

Section 7. Notice. Written notice of member meetings stating the place, date and hour of a meeting of Owners shall be given to each Owner not less than ten (10) days and no more than thirty (30) days before the date of the meeting. For meetings called to consider removal of one or more Directors, a merger, consolidation, dissolution or the sale, lease or exchange of assets, notice shall be not less than twenty (20) days and no more than sixty (60) days. Notice of special meetings concerning Article XII shall be given to each Owner, in person or by mail, not less than fifteen (15) days and not more than thirty (30) days prior to the date designated therein for such meetings. All notices of special meetings shall state the purpose or purposes for which the meeting is called. If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail so addressed, with first-class postage thereon prepaid. Any Owner may waive notice of a meeting. The attendance of an Owner at any meeting shall constitute a waiver of notice of such meeting, except where an Owner attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.



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Section 8. Quorum. The quorum requirements for meetings of the Owners are as follows:

(a) Actions under Article V of the Declaration. Sixty percent (60%) of the Owners shall constitute a quorum for the purpose of taking any action authorized under Article V of the Declaration; if a quorum of the Owners is not present at such a meeting of the Owners, another meeting may be called subject to the same notice requirement and the required quorum at such 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 thirty (30) days following the preceding meeting. The act of two-thirds of the Owners present at such a meeting at which a quorum is present shall be the act of the Owners.

(b) Other Business. One third of the Owners shall constitute a quorum for the transaction of any other business at a meeting of the Owners; if a quorum of the Owners is not present at such meeting of the Owners a majority of the members present may adjourn the meeting from time to time without further notice. The act of the majority of the Owners present at a meeting at which a quorum is present shall be the act of the Owners.

(c) General. The Owners entitled to vote may participate in and act at any meeting through the use of a conference telephone call or other communications equipment, provided that all persons participating in the meeting can communicate with each other and that a written record of such action and meeting are made a permanent part of the Association's records.

Section 9. Voting Process. Except as provided by law or in the Declaration, at a meeting of the Owners, for the purposes of establishing a quorum or casting a vote, an Owner may participate at the meeting by mail in such manner as the Board shall determine.

## ARTICLE IV

### DIRECTORS

Section 1. Number, Tenure and Qualifications. The number of Directors which shall constitute the whole Board of Directors shall be between five and nine Directors. Each Director shall hold office until the applicable annual meeting of the Owners or until his or her successor is elected and qualified. A Director may be elected for a term of more than one year but not more than four (4) years, directors may succeed themselves. Terms may be staggered so that in any one year, the terms of none or any number less than all of the Directors shall expire. The Board shall meet at least 4 times annually.

Section 2. Vacancies. If there is a vacancy on the board, the remaining members of the board may fill the vacancy by a two-thirds vote of the remaining board members until the next annual meeting of the membership or until members holding twenty percent (20%) of the votes of the association request a meeting of the members to fill the vacancy for the balance of

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the term. A meeting of the members shall be called for purposes of filling a vacancy on the board no later than thirty (30) days following the filing of a petition signed by membership holding twenty percent (20%) of the votes of the association requesting such a meeting.

Section 3. Duties of Directors. The business and affairs of the Association shall be managed by the Board. The Directors shall exercise all the power and privileges and perform all of the duties and obligations of the Association, as required by the Declaration or these By-laws.

Section 4. Annual Meetings. Annual meetings of the Board shall be held at such place, date and time as the Board shall designate, within the Barrington/Inverness, Illinois area. If no such designation is made, the annual meetings shall be held immediately after the annual meeting of Owners at the same location, unless notice is otherwise provided to Directors in accordance herewith.

Section 5. Regular and Special Meetings. Regular and special meetings of the Board may be called by or at the request of the Chairman of the Board, the President or any Director. The person or persons authorized to call regular or special meetings of the Board may fix any place, within the Barrington/Inverness, Illinois area, as the place for holding any special meeting of the Board called by them.

Section 6. Notice. Notice of meetings of the Directors shall be given to each Director, in person, by mail or by other means specified by a Director, at least five (5) and not more than thirty (30) days prior to the date designated therein for such meetings. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first-class postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 7. Quorum. Two-thirds of the Directors in office shall constitute a quorum for the transaction of business at any meeting of the Board; provided that, if less than two thirds of such number of Directors is present at any meeting of the Board, a majority of the Directors present may adjourn the meeting from time to time without further notice. Except as otherwise provided herein, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. The Directors or non-Director committee members may participate in and act at any meeting through the use of a conference telephone call or other communications equipment, provided that all persons participating in the meeting can communicate with each other and written record of such action and meeting are made a permanent part of the Association's records.

Section 8. Resignations. Any Director may resign at any time by giving written notice to the Board, the Chairman, the President or the Secretary of the Association. A resignation will be effective when notice is delivered, unless the notice specifies a future date.

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Section 9. Unanimous Action by Directors. Any action required to be taken at a meeting of the Board, or any other action which may be taken at a meeting of the Board or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof, or by all the members of such committee, as the case may be. Any such consent shall have the same effect as a unanimous vote, and may be stated as such in any document filed with any third party, including but not limited to, the Secretary of State of Illinois, any bank or savings and loan association, the Internal Revenue Service, the Illinois State Department of Revenue, the Cook County Recorder's Office and the Attorney General of Illinois.

Section 10. Compensation. The Board may not enter into a contract with a current board member, or with a corporation, limited liability company, or partnership in which a board member or a member of his or her immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to members within twenty (20) days after a decision is made to enter into the contract and the members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the membership, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this subsection, a board member's immediate family means the board member's spouse, parents, siblings, and children.

Section 11. Loans Prohibited. No loans shall be made by the Association to any Director.

Section 12. Presumption of Assent. A Director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 13. Removal of Directors. One or more of the Directors of the Association may be removed, with or without cause, as follows:

(a) By Owners. One or more Directors may be removed at a meeting of Owners by the affirmative vote of two-thirds (2/3) of the Owners then entitled to vote at an election of Owners, present either in person or proxy. No Director shall be removed at a meeting of the Owners entitled to vote, unless the written notice of such meeting is delivered to all Owners entitled to vote on removal of Directors, and such notice shall state that a purpose of the meeting is to vote upon the removal of one or more Directors named in the notice. Further, only the removal of those Directors named in the notice can be pursued at the meeting. A successor may then and there be elected to fill the vacancy thus created. If the vacancy is not so filled, it may be filled at a Board meeting by the affirmative vote of a majority of Directors then in office.

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(b) By Directors. One or more Directors may be removed at a meeting of Directors by the affirmative vote of two-thirds (2/3) of the Directors entitled to vote, present either in person or by proxy. No Director shall be removed at a meeting of the Directors entitled to vote, unless the written notice of such meeting is delivered to all Directors entitled to vote on removal of Directors, and such notice shall state that a purpose of the meeting is to vote upon the removal of one or more Directors named in the notice. Further, only the removal of those Directors named in the notice can be pursued at the meeting. A successor may then and there be elected to fill the vacancy thus created.

Section 14. Committees. A majority of the Directors may create one or more committees and appoint members of the Board or other Owners to serve on the committee or committees. Each committee shall have at least one Director, and may have in addition other Owner members who serve at the pleasure of the Board. These committees will constitute "commissions" under the Illinois General Not-for-Profit Corporations Act and serve in recommendatory role to the Board.

Section 15. Open Meetings. Meetings of the Board shall be open to any Lot Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the common interest community association finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Association, (v) to discuss a member's or Lot Owner's unpaid share of common expenses, or (vi) to consult with the Association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any member.

## ARTICLE V

### OFFICERS

Section 1. Number. The officers of the Association shall be chosen by the Board and may be Chairman of the Board, Vice Chairman of the Board, President, Secretary, Treasurer, one or more Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the meeting of the Board held after each annual meeting of Owners. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until the next annual meeting of

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the Board or until his or her successor shall have been duly elected and qualified. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 3. Compensation. The Board may not enter into a contract with a current board member, or with a corporation, limited liability company, or partnership in which a board member or a member of his or her immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to members within twenty (20) days after a decision is made to enter into the contract and the members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the membership, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this subsection, a board member's immediate family means the board member's spouse, parents, siblings, and children.

Section 4. Loans Prohibited. No loans shall be made by the Association to any officer.

Section 5. Resignations. Any officer may resign at any time by giving notice to the Board, the Chairman, the President or the Secretary. A resignation will be effective when notice is delivered, unless the notice specifies a future date.

Section 6. Removal. Any officer or agent elected or appointed by the Board may be removed by the affirmative majority vote of the Board whenever in their judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 7. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 8. Duties of Officers. The duties and powers of the officers shall be as follows:

(a) Chairman of the Board. The Chairman of the Board shall be responsible for the general care, supervision, control and direction of the business of the Association. He or she may call meetings of the Board from time to time. He or she may sign with the Secretary, or any other proper officer of the Association thereunto authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or these By-laws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed. The Chairman also shall perform all duties incident to the office of the Chairman of the Board and such other duties as may be prescribed by the Board from time to time.



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(b) Vice Chairman of the Board. The Vice Chairman of the Board shall assist the Chairman of the Board in his or her responsibilities for the general care, supervision, control and direction of the business of the Association. The Vice Chairman also shall perform all duties incident to the office of the Vice Chairman of the Board and such other duties as may be prescribed by the Board from time to time.

(c) President. The President shall be the chief executive officer of the Association and shall be responsible for the administration and operation of the business and affairs of the Association. He or she shall preside at all meetings of the Owners and the Board; provided that if the President is unable to do so, a Vice President will do so. He or she may sign the with the Secretary, or any other proper officer of the Association thereunto authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or these By-laws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed. The President also shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time.

(d) Vice Presidents. The Vice President, if there shall be one, or if there shall be more than one, the Vice Presidents in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence, disability or refusal of the President to act, perform the duties of the President, and when so acting, shall have all the power of and be subject to all the restrictions upon the President. If neither the President, nor a Vice President, is able to act, the Board shall appoint another member of the Board to do so on an interim basis. The Vice President or Vice Presidents also shall perform such other duties as shall from time to time be imposed upon him, her or them by the Board.

(e) Secretary. The Secretary shall: (i) keep the minutes of the meetings the Owners, the Board and committees of the Board in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; (iii) be custodian of the corporate records and of the seal, if any, of the Association and see that the seal, if any, of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-laws; and (iv) perform all duties incident to the office of Secretary and also shall perform such other duties as from time to time may be assigned to him or her by the Chairman, the President or the Board.

(f) Treasurer. The Treasurer shall: (i) have the charge and custody of and be responsible for all funds and securities of the Association; (ii) receive and give receipts for the moneys due and payable to the Association from any source whatsoever, and deposit all such moneys not otherwise employed in the name of the Association in such bank, savings and loan association, trust company or other depositories as shall be selected in accordance with the provisions of Article VI of these By-laws; and (iii) perform all the duties incident to the office of Treasurer and also shall perform such other

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duties as from time to time may be assigned to him by the Chairman, the President or the Board.

(g) Assistant Secretaries and Assistant Treasurers. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them from time to time by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

## ARTICLE VI

### CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association, and no evidence of indebtedness shall be issued in its name, unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. The signatures of both the Treasurer and the President of the Association are required for expenditures in excess of \$10,000.

Section 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such bank, savings and loan association, trust company or other depositories as the Board may select.

Section 5. Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purposes of the Association.

## ARTICLE VII

### FISCAL YEAR

Section 1. Designation. The fiscal year of the Association shall be as determined by the Board.



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## ARTICLE VIII

### INDEMNIFICATION

Section 1. Actions other than by Right of the Association. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than action by or in the right of the Association) by reason of the fact that he or she is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner in which he or she reasonably believed to be in and not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Actions by Right of the Association. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless or only to the extent that the court in which such action or suit is finally adjudicated shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for expenses which the court shall deem proper.

Section 3. Expenses. Anything in Sections 1 or 2 of this Article to the contrary notwithstanding, to the extent that any person referred to therein has been successful on the merits or otherwise in defense of action, suit or proceedings referred to therein or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

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Section 4. Determination of Indemnification. Any indemnification under Sections 1 and 2 of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that the indemnification of the Director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (a) by the Board by a majority vote of quorum (as defined in these By-laws of the Association) consisting of Directors who are not parties to such action, suit or proceeding or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by the Owners.

Section 5. Timing of Expense Reimbursement. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association.

Section 6. Other Rights. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, By-law, agreement, vote of Owners or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of his or her successors in interests, including but not limited to his or her trustees, heirs, executors and administrators.

Section 7. Insurance. The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article.

Section 8. Fidelity Bonds. The Board shall obtain and maintain a fidelity bond covering persons, including any Association employees or management agent, who control or disburse funds of the Association, for the maximum amount of coverage available (but at least in the full amount of Association funds and reserves in the custody of the Association or the management agent) to protect funds in the custody or control of the Association, plus the Association's reserve fund. The premiums for such coverage shall be paid by the Association.

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## ARTICLE IX

### SEAL

Section 1. Maintenance of Seal. The Board may maintain a corporate seal in the form of a circle inscribed with the words, "Corporate Seal, Illinois" or similar or other design as determined by the Board.

## ARTICLE X

### WAIVER OF NOTICE

Section 1. Waiver Requirements. Whenever any notice is required to be given under the provisions of these By-laws, the provisions of the Declaration or the provisions of the Illinois General Not-for-Profit Corporation Act of the State of Illinois, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## ARTICLE XI

### COMMON PROPERTY

Section 1. Treatment of Common Property of Association. The Association has the right to adopt rules and regulations (consistent with the Declaration and applicable law) governing the use, operation and maintenance of the Common Property, as defined in the Declaration. The Association has the right 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 Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by Owners entitled to cast two-thirds (2/3) of the votes of the Owners has been recorded. Any Owner may delegate his or her right of enjoyment to the Common Property and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on the property, invited guests or business invitees.

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## ARTICLE XII

### BOOKS AND RECORDS

Section 1. The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by Lot Owner, their mortgagees, or their duly authorized agents or attorneys:

- (a) Copies of the recorded declaration, other community instruments, other duly recorded covenants and By-Laws and any amendments, articles of incorporation, articles of organization, annual reports, and any rules and regulations adopted by the Board shall be available.
- (b) Detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the board shall be maintained.
- (c) The minutes of all meetings of the Board which shall be maintained for not less than 7 years.
- (d) With a written statement of a proper purpose, ballots related thereto, if any, for any election held for the Board and for any other matters voted on by the members, which shall be maintained for not less than one year.
- (e) With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not for Profit Corporation Act of 1986 shall be maintained.

Section 2. Where a request for records under this subsection is made in writing to the Board or its Agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Board.

Section 3. A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested.

Section 4. If the Board fails to provide records properly requested under Section 1 of this subsection within thirty (30) days, the member may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the member prevails and the court finds that such failure is due to the acts or omissions of the Board of Directors.

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## ARTICLE XIII

### ANNUAL BUDGET AND ASSESSMENTS

#### Section 1. Board Adoption of Annual Budget Proposal.

(a) At its regular meetings in September and October, the Board shall hold discussions open to all homeowners of the budget for the subsequent year. The budget will reflect, at a minimum, an annual itemized accounting of the Association's projected assessments to be collected, projected expenses and the net excess or deficit of income over expenditures, plus reserves, for the subsequent year. It will reflect as well a projected itemized accounting of assessment amounts actually collected, expenses actually incurred and the net excess or deficit over income over expenditures, plus reserves, for the prior year.

(b) After the regular meeting in October, the Board will distribute to the homeowners a proposed budget for the subsequent year for discussion at the regular meeting of the Board in November.

(c) The Board at least thirty (30) days preceding the first day of the subsequent year shall adopt a budget proposal, set the amount of the annual assessment for that year and provide same to the homeowners.

Section 2. Applicability of Declaration. The bases and limitations of annual and special assessments are set forth in Article V of the Declaration.

## ARTICLE XIII

### CLARIFICATION OF COMPLIANCE WITH CERTAIN DECLARATION PROVISIONS

Section 1. Clarification with Compliance. Below are certain items clarifying certain areas of compliance with the covenants contained in the Declaration. This section is not intended to be exhaustive with respect to complying with, nor restrict the scope of, these covenants. Nor is it intended to delineate all applicable ordinances, codes and other laws, which remain otherwise applicable. Nothing in these By-laws is meant to be inconsistent with either the Declaration or applicable law.

Section 2. Annual Assessment Collection Policy. The Association's annual assessment collection policy, previously approved by the Board, is attached hereto as Exhibit A.

Section 3. Architectural Review Procedures, Guidelines and Forms. The Association's Architectural Review Procedures, Guidelines and Forms, previously approved by the Board, are attached hereto as Exhibit B.

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## ARTICLE XIV

### AMENDMENTS

Section 1. Requirements for By-law Amendments. These By-laws may be altered, amended or repealed or new By-laws may be adopted at any meeting of the Board by a majority vote of a quorum (as defined in these By-laws).

## ARTICLE XV

### USE OF TECHNOLOGY

Section 1. Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any community instrument or any provision of the Act may be accomplished using acceptable technological means. This Article governs the use of technology in implementing the provisions concerning notices, signatures, votes, consents, or approvals.

Section 2. The Association, Lot Owners, and other persons entitled may perform any obligation or exercise any right under any community instrument or any provision of the Common Interest Community Association Act by use of acceptable technological means.

Section 3. A signature transmitted by acceptable technological means satisfies any requirement for a signature under any community instrument or any provision of the Common Interest Community Association Act.

Section 4. Voting on, consent to, and approval of any matter under any community instrument or any provision of this the Common Interest Community Association Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.

Section 5. Subject to other provisions of law, no action required or permitted by any community instrument or any provision of the Common Interest Community Association Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board.

Section 6. If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of acceptable technological means.

Section 7. This Article does not apply to any notices required: (i) under Article IX of the Code of Civil Procedure; or (ii) in connection with foreclosure proceedings in enforcement of any lien rights under the Act.

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## COOK COUNTY RECORDER OF DEEDS

**EXHIBIT A**  
**to the**  
**BY-LAWS OF**  
**BRAYMORE HILLS OF INVERNESS**  
**PROPERTY OWNERS ASSOCIATION, INC**

**Annual Assessment Collection Policy**

COOK COUNTY  
RECORDER OF DEEDS



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## BRAYMORE HILLS OF INVERNESS PROPERTY OWNER'S ASSOCIATION

### Collection Letters Sequence & Collection Policy Rev. 2007

The collection policy/ process is as follows:

January 1	<b>Invoices mailed</b>
February 1	<b>Annual assessments are due</b>
February 1-10	<b>Reminder letter</b> <ol style="list-style-type: none"> <li>1. Advising homeowner assessment is now past due</li> <li>2. Advising homeowner of late fee of \$100 imposed on March 1 (30 days past due)</li> </ol>
March 1	<b>Past due letter (30 days)</b> <ol style="list-style-type: none"> <li>1. Revised invoice mailed including \$100 late fee</li> <li>2. Advise homeowner of additional late fee of \$100 imposed on April 1 (60 days past due)</li> </ol>
April 1	<b>Delinquent letter (60 days)</b> <ol style="list-style-type: none"> <li>1. Revised invoice mailed including additional \$100 late fee</li> <li>2. Advising homeowner assessment will double if unpaid at May 1 (90 days past due)</li> </ol>
April 15	<b>Publish delinquent list</b> in Association newsletter at option of Board
May 1	<b>Assessments double (90 days)</b> <b>Pre collection letter:</b> <ol style="list-style-type: none"> <li>1. Advising homeowner of penalty imposed (doubled assessment)</li> <li>2. Advising collection enforcement is imminent</li> </ol>
June 1	<b>Account turned over to collection law firm (120 days)</b> <ol style="list-style-type: none"> <li>1. Lien placed against the property for the doubled dues plus legal costs.</li> <li>2. Homeowner is sent a letter advising them of same</li> </ol>
Revised	March 19, 2007
Approved	May 2, 2004

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## COOK COUNTY RECORDER OF DEEDS

**EXHIBIT B**  
to the  
**BY-LAWS OF**  
**BRAYMORE HILLS OF INVERNESS**  
**PROPERTY OWNERS ASSOCIATION, INC**

**Architectural Review Procedures,**  
**Guidelines and Forms**

COOK COUNTY  
RECORDER OF DEEDS

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**Architectural Review Procedure,  
Guidelines and Forms**

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

February 1, 2018

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## 1. INTRODUCTION

The design and building of your home in Braymore Hills of Inverness ("Braymore") should be an exciting and pleasurable experience. We welcome you to the neighborhood and look forward to working with you to bring your dream to reality.

### **General**

A Declaration of Covenants, Conditions and Restrictions, dated May 1984 (the "Declaration"), governing the use of Braymore property was recorded with the Cook County Recorder's Office to ensure, among other things, the uniform development of the community. Specific reference is made to the Declaration. Defined terms used herein and not otherwise defined shall have the meanings given them in the Declaration. The Board of Directors (the "Board") of the Braymore Hills Homeowners Association, Inc. (the "Association") adopted the additional covenants contained in these Architectural Review Procedures, Guidelines and Forms (the "Procedure") as an extension of the Declaration.

All property in Braymore is subject to the covenants in the Declaration and the Procedures, and new owners will execute deeds including such covenants for the benefit and protection of all Braymore owners. We encourage you to share the Declaration and the Procedures with your architect, designer or builder as the first step in your development process.

Compliance with the requirements specified in this document does not assure that the plans reviewed comply with all Village of Inverness laws, codes and ordinances. All homeowners are responsible to meet Village laws and for obtaining appropriate building permits from the Village of Inverness. The ARC Review process function is to review the exterior design of homes, including subsequent modifications and upgrades, including related attributes such as landscaping and grading changes, for compliance to the Declaration requirements and aesthetics to the entire subdivision.

### **Architectural Review Committee**

The Board formed an Architectural Review Committee (the "ARC") to approve or disapprove individual building and landscaping plans, as well as building and landscaping plans on Association common areas. It is the intent of the ARC to coordinate and encourage architectural diversity and quality in the community while protecting and preserving the natural beauty of Braymore.

The ARC may reject designs for failure to blend with, and complement, the neighboring residences and the community as a whole, as well as for other aesthetic reasons. If the ARC rejects a plan for construction or landscaping, the owner may appeal the decision to the Board. The Board will then hold a hearing with the ARC and the owner to give the owner the opportunity to present his or her position. After the hearing, the Board and the ARC will decide whether or not to reverse the ARC's original decision. The ARC will notify the owner of the final decision, which will be binding.

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**All construction must be approved in advance by the ARC.** This document is intended to guide and assist the Braymore Hills property owners who are planning to:

- Construct a new residence, including landscaping
- Make additions to an existing residence or outbuildings
- Restain, repaint, re-roof or otherwise improve or change the exterior appearance of their home
- Landscape changes in excess of \$30,000 or any site grade changes.

Prior to the commencement of any construction activity, an APPLICATION FOR ARCHITECTURAL REVIEW (FORM Exhibit 1) of such work must be submitted by the property owner to the ARC. FORM Exhibit 1 is attached to the end of this document. Approval by the Village of Inverness, Building Department and the ARC must be received prior to the start of any clearing, grading or construction.

A refundable construction cash deposit for construction all projects must be submitted by the owner prior to or with the application for a final design review. The construction bond shall be in accordance with the following schedule based on estimated project size:

<u>PROJECT ESTIMATED COST</u>	<u>BOND</u>
Up to \$30,000	\$ 0
\$30,001-100,000	\$1,000
\$100,001-300,000	\$3,000
\$300,001-500,000	\$5,000
Over \$500,000	\$10,000

The ARC will review and determine the final construction bond. Exhibit 2, Part 1 shall be completed by the owner with submittal of the construction bond. Part 2 shall be completed upon project completion and request for return of the Construction Bond.

An irrevocable letter of credit for the construction bond may not be used to provide the construction deposit. Construction includes the main building and landscaping specified on the drawing plans. Construction must be complete within 2-years of issuance of a building permit from the Village of Inverness irrespective of extensions requested by the homeowner and issued by the Village. Failure to comply with the 2-year completion requirement would cause the homeowner to forfeit the cash construction deposit.

A \$1,000 non-refundable fee must also be submitted by the owner prior to or with the application for a final design review of a new residence or modifications, remodeling or additions to an existing residence with a construction cost in excess of \$300,000. These funds may be used to hire an outside professional for assistance due to the complexity of an application. A \$300 non-refundable fee must be submitted by the owner prior to or with the application for a final design review of modifications, remodeling or additions to an existing residence or landscaping plans and modifications with a construction cost of \$100,000 TO \$300,000. No fee is required for final design review for projects with construction costs under \$100,000, unless re-roofing with materials other than cedar shakes.

No ARC approval will be required for improvements made to residences and landscaping which involve same in-kind replacement of design and material.

**ARCHITECTURAL REVIEW PROCESS**

Natural rolling hills, pine, hickory. Abundant native hardwoods and the natural lakes and streams create the setting for Braymore. These features will make Braymore one of the finest residential and recreational communities in the country.

Great care has been taken in the planning, design and construction phases to insure aesthetic harmony within Braymore. To this end it is of the utmost importance that this special character is further enhanced by housing designs, which are creatively conceived, environmentally sensitive and architecturally correct. In keeping with this objective, the minimum home size shall not be less than 4,000 sq ft of net floor area for a one story structure and 5000 sq ft of net floor area for a two-story structure, excluding the basement level and garage.

For this purpose, the ARC will review all designs, plans and construction for:

- Consideration of primary site and design issues.
- Sensitivity to the special landscape potential of the home site.
- Excellence in architectural design.

The Procedures have been created to provide owners, architects and contractors with a set of parameters for the preparation of their drawings and specifications.

By encouraging quality and attention to detail, the aesthetic harmony, natural tranquility and overall property values at Braymore will be enhanced and preserved for the benefit of all present and future homeowners in Braymore.

**DESIGN REVIEW PROCEDURE****Pre-Application Research**

It is the responsibility of the owner to acquaint his or her building team with the ARC and the guidelines contained herein and in the Declaration.

The Village of Inverness has jurisdiction over the Braymore community. The Village of Barrington is responsible for water – sewer permits. They should be contacted at the beginning of the planning process to insure compliance with their requirements. Compliance with all governmental regulations is the obligation of the owner.

**Preliminary Design Review**

A meeting to review preliminary design sketches may be arranged at the option of the owner by contacting the ARC. The ARC will review with the owner his or her design approach to confirm in general the intent to follow the design guidelines contained in this section ("Design Guidelines") and the appropriateness of the design concept. The owner will submit a site plan to the ARC showing existing grades, property lines, setbacks and proposed house location for review at this time. After receiving preliminary approval from the ARC, the owner will submit a final set of blue prints (working drawings), a detailed site plan of the home and a landscaping plan showing the type, size and quantity of plant material for final design approval. The owner may elect to waive the preliminary review and go directly to final plan submittal. However, the



ARC strongly encourages those who are building in the community for the first time to participate in the preliminary design review.

### **Final Design Review and Approval**

The ARC's design review procedure is structured to achieve a 30-day review period from final plan submittal to final plan approval. This procedure is as follows:

1. Submit four (4) sets of final plans as further defined in paragraph 5 below, and four copies of the application (FORM - Exhibit 1).
2. The owner must submit a \$10,000 (refundable) construction deposit prior to or with the application for a final design review. These funds will be utilized to repair any damage caused by construction personnel or equipment to adjacent property or amenities. Or used to clean the construction site if necessary. Checks should be made to "Braymore Hills Homeowners Association-Construction Deposit". An irrevocable letter of credit or construction bond may be used to provide the construction deposit.
3. The owner must submit a \$1,000 non-refundable fee also prior to or with the application for a final design review of a new residence or modification, remodeling or additions to an existing residence with a construction cost in excess of \$300,000. These funds will be used to hire an outside professional for assistance due to the complexity of an application. The owner must submit a \$300 non-refundable fee prior to or with the application for a final design review of modification, remodeling or additions to an existing residence or landscape plans with a construction cost between \$100,000 - \$300,000. Projects with construction costs less than \$100,000 do not require a fee, unless re-roofing with materials other than cedar shakes. These fees shall be made to "Braymore Hills Homeowners Association-Design Review".
4. Meetings between the owner and the ARC shall be held to review the ARC's comments at the option of the ARC.
5. Upon final agreement of the items required to be modified, the ARC shall affix its signature on the FORM, Exhibit 1, attesting to such and one (1) set of all drawings will be returned to the owner marked "Approved" or "Disapproved". The ARC will specify which items, if any, the owner must re-submit.
6. Final plans should be submitted on 1/4" = 1'-0" scale architectural drawings. Site plans should be submitted on 1" = 20' scale drawings. At the option of the owner, architectural drawings may be submitted 50% reduced size.
7. Construction work must begin within one (1) year of the final approval of the plans by the ARC and be complete in the time frame included in the final plan or the approval shall be void. Construction work not started within one (1) year of the final approval of the plans by the ARC will require a review extension. The review extension shall be requested by the homeowner prior to expiration. The non-refundable fee for a review extension shall be 50% of the initial application fee. Failure to request an extension prior to expiration will cause a penalty equal to 50% of the initial application fee in addition to the extension fee. Failure to make t h e s e

fee payments may cause the Association to place a lien on the homeowner's property.

Drawings submitted for final design review shall include the following:

**ONE - SITE PLAN: 1" = 20' (minimum scale)**

- a. Show the existing topography and the proposed finished grades. The grading plan should include all drainage information including swales, retention areas and ditches. This grading plan will need to be approved by the Committee before any earth is moved on the home site.
- b. First floor and basement floor elevations should be shown with respect to the site grades.
- c. Indicate driveway widths, drainage culverts, pipe and headwalls, standard Braymore curb cut, mailbox location, sidewalks, patios, and air conditioning.
- d. Shows rear deck size with stairs to the lower grade.
- e. Indicate the garage back-up distance, at least 28' (30' recommended), with a minimum of 3' between the edge of the concrete and the property line. Landscaping is required between the property line and the garage and driveway area.
- f. Show the extreme site conditions including terrain, trees, etc., on the plan.
- g. Show all the proposed structures, improvements and setback lines.
- h. Landscape plans must be submitted with the site plan. The landscape plan should show the size, spacing, quality and quantity of plants drawn to scale and spaced to scale. A plant list is required designating the proposed landscape material. Architectural Design review approval will be withheld until landscape plans are submitted and reviewed.
- i. Show the size, designs, height, finish and location of retaining walls. Retaining walls are encouraged to be concrete and faced with the same finish as the exterior wall material.
- j. Attach the application form to the upper left corner of Sheet 1. All forms should be completely filled out and signed. Color and material selections may be submitted at the review meeting but are encouraged to be submitted with the plans.
- k. Roofs drains shall be piped to ponds for those sites located on waterfront sites.

**TWO - FOUNDATION PLAN: 1/4" = 1'-0"**

- a. Show proposed foundation walls and proposed elevations of footings and walls. Foundation drainage plans are to be included.

**THREE - BASEMENT PLAN: 1/4" = 1'-0"**

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- a. Walk-out basements should indicate windows, doors, patio areas, stoops, deck columns, retaining walls and all interior spaces.
- b. All floor plans are to correspond with the site plan's orientation.

**FOUR - FIRST FLOOR PLAN:** 1/4" = 1'-0" (minimum scale)

- a. Indicate decks, patios, stoops, retaining walls, trash enclosures, air conditioning screening, front entry step sizes, materials and finishes, driveway areas and all other interior spaces.

**FIVE - SECOND FLOOR PLAN:** 1/4" = 1'-0" (minimum scale)

- a. Indicate lower roof projections, roof overhangs, chimney locations and all interior spaces.

**SIX - ROOF PLAN:** 1" = 20' (minimum scale)

- a. Indicate all roof areas and corresponding slopes.

**SEVEN - BUILDING ELEVATIONS:** 1/4" = 1'-0" (minimum scale)

- a. Building elevations should be drawn along with floor plans to match the site plan orientation.
- b. Articulate "all" elevations with finishes, window types, trims, and fascia details. Show the proposed finish grades against elevations, garbage screens, air condition location, screens, decks, rear stairs and the maximum height from the first floor to the uppermost roof peak (35' maximum).

**EIGHT - SPECIFICATIONS and SCHEDULES:** Scale as required.

- a. Final construction specifications may be included on drawings or in book form on 8-1/2" x 11" sheets.

- 6. The ARC will retain one set of final approved drawings.
- 7. Any request for meetings, etc. with the ARC is to be directed to the Chairman of the ARC.
- 8. Upon completion of the foundation, the owner or builder will be required by the Construction Permit requirements to submit to the Village of Inverness Building Department, an as-built foundation spot survey.
- 9. Upon completion of all development and construction improvements, the owner or builder will be required by the Construction Permit to submit to the Village of Inverness, Building Department, an as-built topographic site survey. This survey sheet must show all existing site improvements.

## 2. LANDSCAPE

To insure that the overall beauty of the community is preserved and enhanced, the ARC has the authority to approve or disapprove landscape plans for individual residences. Landscape designs shall complement the site characteristics. For consistency and complexity of

landscape designs in our community, landscape plans shall represent a minimum total installed cost of 4% of the base cost of the completed residence but not less than \$40,000. Base cost shall be determined by multiplying the total floor square footage of the proposed home shown on the architectural drawings by \$200.

Braymore Hills has been designed utilizing the natural elements as much as possible. Various hardwoods and pine trees are prolific within the community and it is the intent of the ARC to maintain this landscape integrity. The determining factor of good landscape design should always be the architecture and location of the residence. The ARC will take into account the various relationships between the home, the site, and adjacent homes, views, prevailing breeze, and other amenities in making decisions regarding specific landscape plans.

Fundamental to the design criteria is the need for gardens and lawn to harmonize with the native terrain and natural beauty of the community. Owners will be encouraged by the Committee to landscape their home sites with plant material which is indigenous to the existing area.

### **3. DESIGN CRITERIA**

It is desirable for the homes of our community to exhibit the individuality of their owners as well as the characteristics of the selected architectural style. Landscape plans shall represent a total installed cost of 4% of the total value of the completed residence but not less than \$40,000. It is important that the landscape plan design observe basic design principles inherent in good architecture, which include but are not limited to the following:

- Is the residence located on the site with a minimum disruption to the natural topography and landscape?
- Will the various building materials allow for a pleasing and harmonious exterior appearance to the residence?
- Are the colors appropriate and used with restraint?
- Is there a consistent scale used throughout the design of the residence?
- Is each element designed in proportion to the others?
- Are the specific features of the architectural style well developed and carefully detailed?
- Have these features been researched to resemble a certain degree of authenticity?

Specifically, but not exclusively, the ARC will review design plans in consideration of the following:

#### **Mailboxes**

One of the items that the ARC will review is the selection and construction of all mailboxes for residences within Braymore. Mailboxes shall be made of corrosion resistant material, wood, hollow metal or plastic posts not to exceed six inches (6") in diameter and of high quality. Mailboxes shall be of consistent material and style to the main residence. Acceptable mailbox materials include wood and metal. Plastic and molded type materials generally will not be acceptable. In accordance with Village of Inverness requirements, the use above the surface of the ground of metal posts greater than six inches (6") in diameter, concrete posts or brick structures for support of the mailboxes is prohibited. Mailboxes shall have the house number of adequate size affixed in clear view from the street. Mailbox locations shall meet US Post Office and Village of Inverness requirements.

### **Walls and Fences**

Walls and fences will not be allowed to serve as perimeter fencing. Fences will only be permitted if required by the Village of Inverness and then consistent with this paragraph. Walls should be considered as an extension of the architecture of the residence. They should serve to make a transition between the mass of the architecture and the natural forms of the site. All retaining and courtyard walls should be designed within the lot building line and be compatible with the total surrounding environment and should not block natural views. Walls and hedges should be considered as design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, as well as to assure security and privacy elements. If the homeowner desires some screening of his or her boundary, the owner shall use natural bushes or shrubs.

All walls and fences must be approved by the ARC prior to their installation. It is recommended that walls be made of solid masonry or wrought iron with columns. Prefab wood fencing or chain link will not be permitted within the community. Retaining walls which attach to the residence should utilize the same materials that the wall comes in contact with. Walls, fences and screening shall meet the requirements of the Village of Inverness.

### **Exterior Lighting**

Exterior pool and landscape lighting must not infringe upon adjacent neighbors. All accent lighting should utilize low voltage, direct task type fixtures, and they should be as close to grade as possible. All exterior landscape lighting on new home construction must be approved by the ARC prior to installation.

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.

### **Tennis & Other Athletic Courts**

Tennis courts or other athletic courts will not be allowed.

### **Pools, Therapy Pools, Spas**

The location of swimming pools, therapy pools and spas (including hot tubs) should address the relationship between indoor and outdoor features, setbacks, wind, sun and the site's terrain.

The size, shape and siting of swimming pools must be carefully considered to achieve a feeling of compatibility with the surrounding natural and man-made elements. Pool and equipment enclosures must be architecturally related to the house and other structures in their placement, mass and detail. Pool enclosures and pool decks are not allowed within the building setback areas and shall also be within the Village Code requirements.

### **Garages**

Front loading garages will not be permitted in Braymore. For side loading garages, the ARC requires adequate screening using either landscaping, wall or a combination of both. Garage entrances must face the side property line except in home sites where the site or topography dictates their use. A three-bay garage is required for all homes with four bedrooms or less. A four-car garage is recommended when the residence contains four bedrooms and required for homes with five bedrooms or more.

Driveway slopes should not exceed 8% grade within 50' of the road right of way.

### **Antennas and Satellite Dishes**

The Association's goal is to enable owners to obtain the best possible signal reception while keeping the antennas as unobtrusive as possible. Satellite dishes are permitted. ARC suggests that dishes be situated as to not be a nuisance to neighbors. Owners may install a satellite dish that is one-half meter (18.5 inches) or less in diameter. Satellite dishes and other antennas that are larger than one-half meter in any dimension are prohibited. DTV (VHF/UHF/FM) antenna should be installed indoors, preferably in the attic. The preferred location for satellite dishes is below the peak of the roofline on the backplane of the house so as to have no, or minimal visibility from the front of the house. Antennas and satellite dishes meeting these criteria do not require an application. Exterior radio antennas, television antennas, microwave or other electronic signal, receiving or transmitting equipment may not be erected

### **Shoreline Rip-Rap**

The Association is responsible for maintaining the Braymore Hills water retention system. This system includes the drainage culverts, pipes and outfall structures, and the lakes/ponds. Water quality is a key parameter and important to assure safe conditions for all the residents of Braymore Hills and for areas downstream of our waterways. A significant attribute of controlling water quality is establishing good practices for controlling soil erosion and shoreline stability. All residences located on a pond or lake are therefore required to maintain a stable shoreline and include measures to prevent and limit shoreline erosion. To accomplish this requirement, all homes having a lake/pond shoreline will install a 6-foot wide bank of large size stone rip-rap over a weed preventing fabric. Four feet of the rip-rap shall be above normal water level. Rip rap shall be 6"-12" crushed limestone, buff color.

### **Irrigation Systems**

Irrigation systems utilizing the water retention ponds require notice be given to ARC 30 days prior to installations. Irrigation system pumps shall utilize a submersible pump design. Horizontal centrifugal pumps installed on the surface near the shoreline will not be permitted. Irrigation systems using domestic water only or are connected to the domestic water supply shall have an RPZ backflow preventer. The Village of Inverness recommends that the installation of the RPZ valve and tie-in into the domestic water supply be performed by a licensed plumber. The irrigation system RPZ valve must be tested by a certified testing company and the certification submitted to the Village of Inverness for record. Electrical power supply installation and



underground piping shall meet Village requirements. Barrington Water and Village of Inverness permit requirements shall be the responsibility of the homeowner. See page 15, Article 7.5, Irrigation, for additional information.

#### **4. ARCHITECTURAL STYLES**

Architectural designs should be customized for each home site to maximize the natural features that exist. Traditional styles such as Colonial, English Country, or French Country are acceptable except as the ARC may determine.

##### **Good Design**

Terms such as "sound design" and "good taste" are difficult to describe and even more difficult to legislate. Good architectural design should incorporate architectural elements that have withstood the test of time.

The following elements are encouraged: intelligent selection of details related to a well designed floor plan; sensitive interpretation of styles within constraints of budget and site; consistency of site planning, landscaping and architecture; and logical use of materials. Each architect should strive to design a home that has integrity, continuity, and a sense of proportion. Openings should be properly placed and spaced, the home should be compatible with surrounding structures, and have well executed details that are consistent with the architectural style.

The following elements are to be avoided: harsh contrasts of colors and/or materials; illogical or inappropriate combinations of scale; poorly executed details and extreme interpretations of the components of each style.

##### **Materials**

1. Exterior walls may incorporate any of the following: brick, stucco, stone, or wood. It is strongly recommended that exterior stud walls shall be a minimum of 2 x 6 for all floor elevations to increase the insulation capability of the walls.
2. Acceptable roofing materials are cedar shakes and cedar shingles. Other roofing materials will be reviewed on a case-by case basis by the ARC. The roofing style must be consistent with the cedar shakes and cedar shingles. Materials other than cedar shakes and cedar shingles should meet ASTM D3161 wind resistance, Impact resistance UL-2218, Color Fade Resistance and UV protected and Class A Fire Retardant ASTM E108. It is also recommended that the weight on the roof structure design be taken into consideration if the roof is a replacement. The material must be of a single color with variations allowed similar to a natural cedar shake material. Our requirements are that they be consistent with the community and the natural color of the cedar shake. Multiple colored roofs will not be approved. These provisions are to maintain the consistent look of the community with the consideration of the advancement of technology in the function, safety and longevity of the roof materials of our homes.
3. Windows and Doors: wood, vinyl-clad or aluminum-clad wood, glazing shall be clear or gray tinted only. No reflective glass or glass block will be accepted.
4. Siding should be constructed from redwood or cedar. Aluminum, Masonite or composition



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board will not be allowed.

5. Asphalt, concrete or pavers should be used in the construction of all driveways and parking areas. The Village requires a 2-ft strip of asphalt only where driveway meets the street pavement.

All colors and materials selections will be reviewed during final design review. Colors and materials should be consistent with traditional architectural values.

### **Design Features**

1. The main roof should be a minimum 8 vertical to 12 horizontal pitched roof, either gabled, hipped or a combination of the two. Roof forms should be well organized and demonstrate the same character on all sides of the residence. Shed roof forms are discouraged. Eave lines should align wherever possible. Eaves and rakes should be articulated by multiple fascia boards, cove and crown molds or gutters. Gutters and downspouts shall be used at all eave lines unless deemed inappropriate. All roof structures such as attic vents, plumbing vents, gutters, etc. should be painted to match the roof colors and be positioned behind the roof crown. Acceptance of variances from the above roof pitches will be at the discretion of the ARC.
2. Windows and doors should reflect restraint in the number of types, styles and sizes. Consistency of detailing on all elevations should be maintained. All openings should be articulated through the use of shutters, flat or arched lintels, projecting sills or surrounds. Windows should be located on all elevations and be properly spaced and proportioned. All windows should display the correct use of divided lights. Shutters should be sized to the opening and be located on all elevations. Shutters should be traditional in design and in keeping with the architectural style.
3. The main entrance should have a sense of prominence that is reflected in the design. It should include either a pair of doors with or without sidelights or a single door with sidelights. The main entrance should contain more detail than other openings but be consistent in styling.
4. A raised deck and its supports should incorporate materials which relate to the residence such as brick, stucco, or stone. If wood posts are used for decks, they should be a minimum of 6" x 8" and consistent in character with the home with a veneer of brick, stone or equivalent approved material.
5. Quoins, when utilized in the design, should be expressed on the side elevations as well as the front.
6. Bay windows should be carried down to grade or express visual support of a cantilevered condition. When bay windows are stacked in a 2-story condition, the blank panel between all facets should be articulated.
7. Please indicate on building elevations and/or on the application form garage door material and finish. Glass should not be used in garage doors. We prefer raised panel wood doors.
8. Masonry or stone used as a veneer material shall be completely around the residence. Total exterior vertical surfaces should be at least 85% masonry. Aluminum or vinyl siding

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will not be allowed for any areas. Non-masonry areas may be stucco, cedar or dryvit.

9. Flue pipes are required to be encased with a chimney enclosure of masonry and be supported by a foundation at grade when located at an exterior wall. Roof vents and skylights should be on the rear side of the roof ridge. Skylights should be flat so as not to protrude from the roof surface.
10. Chimneys should be properly located and substantial in mass. Chimneys should be designed with appropriate breaks for character.
11. Dormers should be designed in keeping with the architectural style. Dormers must be correctly located on the roof and not be large or unproportional.

## 5. SCHEDULE OF FEES FOR VIOLATIONS

Homeowners will be notified of violations and will be given the opportunity to correct the violation within a specified time. Failures to correct deficiencies will be subject to a fee and/or penalty and will be payable immediately upon notice of payment. Failure to make payment may cause placement of a lien against the homeowner's property. Homeowners in default will be subject to fees, penalties, interest and costs associated with actions to recover all payments.

## 6. GENERAL NOTES FOR ALL BRAYMORE CONTRACTORS & SERVICE PERSONNEL

1. All contractor personnel are required to enter and exit using the entrance located on Bradwell Rd. The Braymore Hills Homeowners Association requires that all truck traffic be limited to the Bradwell Rd entrance for entry and exit from the subdivision. Use of the Barrington Rd entrance for trucks is prohibited. Violators will cause a fine of \$200 per violation to be imposed on the homeowner retaining the contractor. The homeowner may require reimbursement from the contractor for violations caused by the contractor.
2. Contractors are required to keep their job sites neat and clean as possible. Trash and discarded materials are to be contained in roll-off containers until removed. There will be no stockpiling or dumping on adjacent lots or on streets. Trash not removed will be removed by Braymore Hills and billed to the responsible owner.
3. Contractors will use only the utilities provided on the immediate site on which they are working.
4. Any damage to streets and curbs, drainage inlets, street lights, street markers, mailboxes, walls, etc. will be repaired by Braymore Hills and such cost billed to the responsible contractor or taken from the owners deposit for permit.
5. All construction vehicles, including light trucks and autos are required to obey the posted speed limit.

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6. There will be no washing of any truck on the streets. Any concrete delivery truck washed out must be on the construction site.
  7. Operators of vehicles are required to see that they do not spill any damaging materials while within the Community. If spillage of a load occurs, operators are responsible for cleaning up. Clean-ups done by the Braymore personnel will be billed to the responsible lot owner. Please report any spills as soon as possible to the owner.
  8. If any telephone, cable television, electrical, water, etc. lines are cut, it is the contractor's responsibility to report the accident to the Village of Inverness, Building Department and utility provider.
  9. All personnel working in the Community are to keep all areas in which they work or travel free of discarded materials such as lunch bags and odd materials. Objects should not be thrown out cars and trucks. Stockpiling of any materials on adjacent lots is not allowed.
  10. Loud radios or noise will not be allowed within the subdivision. This is distracting and discomforting to property owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction. Remember that sound travels a long way on a windy day.
  11. No vehicles (trucks, vans, cars, etc.) may be left in the subdivision overnight. Construction equipment may be left on the site while needed, but must not be kept on the street.
  12. Contractor personnel will not be permitted to bring pets on property.
  13. No construction trailers will be permitted on the site at any time.
  14. The owner will be held responsible for all actions of its contractors and builders.
  15. Contractors will not be allowed to use the premises for recreational purposes such as fishing, softball or other sports.
  16. Construction hours on owner sites shall be restricted to Village of Inverness requirements. Acceptable hours shall be limited to the hours of 7AM to 8 PM weekdays and 8 AM to 6 PM on weekends.
  17. Dumping of construction material on Village paved roads such as dirt, stone, excavation backfill, debris, etc, is not permitted. Damage to roads due to heavy vehicle loads, non- rubber tired construction equipment or other damage to road surface from construction equipment will result in potential forfeiture of the owners construction bond. Equipment and activities which may cause road damage shall be restricted to the owners property.

## **7. GOOD PRACTICES AND SELECTED VILLAGE ORDINANCE COMPLIANCE ISSUES**

The items listed below represent a selected list of good practices and Village ordinance compliance issues resulting from historical experiences on various projects within the subdivision. This list is not meant to be exhaustive regarding Village compliance issues. Each

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project must meet all requirements whether they are based on ARC Review or Village of Inverness plan review on a project-by-project basis. These issues are meant to be representative of current focus and emphasis.

1. All walls, fences and screening made of material other than plants and shrubs will require a review by the Village of Inverness.
2. Fences, including any barrier whether or not fixed to the ground, other than a building, earth, hedge or shrubbery, are defined in Village ordinance 5-1-6, Definitions.
3. Landscape screening may be defined as a fence based on its material of construction and location and is defined in Village ordinance 5-1-6, Definitions.
4. Placement of fences, walls, screening and other structures within the lot setback areas is defined in Village of Inverness ordinance 5-4-4, Minimum Setback Requirements, and ordinance 5-4-5, Yard Area Requirements. No features are permitted in the setback areas or front yards except entrance columns (driveway monuments), flagpoles, or any mailbox. The permitted features however, must meet the design requirements specified in the ordinance.
5. Irrigation
  - a. ARC must be notified prior to the installation of an underground irrigation system.
  - b. Typically a Village of Inverness Building Permit is not required for installation of an irrigation system. Similarly, a Village of Barrington Water Permit is not required for homes with established water service. New water service, including installation of a water meter will require a water permit from the Village of Barrington.
  - c. It is the homeowner's responsibility to determine if any permits from either the Village of Inverness or the Village of Barrington are required.
6. Landscape Lighting
  - a. ARC review is not required for installation of low voltage landscape lighting.
  - b. A Village of Inverness Building Permit is not required for installation of low voltage landscape lighting.
  - c. Line voltage power to the step down transformer should be fed from a GFI protected circuit.
  - d. All underground wiring must not be in the Village Right-of-Way (R.O.W). The R.O.W. is defined as the edge of the front/side property line or 22-feet from the edge of the public road.
7. Exterior Wall Framing
  - a. Present day high-energy costs and higher costs in the future justify increasing exterior wall thickness to provide increased insulation values. Generally the additional cost for using 2 x 6 stud walls in lieu of 2 x 4 stud walls is small and the increased costs can be recovered within 1-3 years in reduced heating and air conditioning costs.

**8. FORMS**

- a. Exhibit 1, Dated 2-22-2012
- b. Exhibit 2, Dated 7-13-2015

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

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## Braymore Hills

Exhibit 1  
2-22-2012

### Application for Architectural Review

Date \_\_\_\_\_ Lot # \_\_\_\_\_ Street Address \_\_\_\_\_

Owner Information: Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Architect or Designer: Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Builder: Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

I have reviewed and acknowledge the Braymore Hills Architectural Review Procedure, Guidelines and Forms. Owner Signature: \_\_\_\_\_

All construction truck traffic shall enter and exit from the Bradwell Rd entrance only. Failure to comply will result in a fine of \$200 per violation to be paid by the Owner. See attached list for complete rules.

Owner /Contractor Signature: \_\_\_\_\_

- Plans Reviewed**
- ☐ Residence excluding landscape plan
  - ☐ Landscape plan
  - ☐ Remodel
  - ☐ Pool
  - ☐ Other \_\_\_\_\_

- Attachments Included**
- ☐ Site Plan
  - ☐ Elevation Drawings
  - ☐ Landscape Plan
  - ☐ Material Samples
  - ☐ Photos
  - ☐ Other \_\_\_\_\_

ARC use only: Date Rec'd: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_

Approved: \_\_\_\_\_

Disapproved: \_\_\_\_\_

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## GENERAL NOTES FOR ALL BRAYMORE CONTRACTORS & SERVICE PERSONNEL

**This list of CONDITIONS shall be reviewed by the Homeowner, Contractors and Subcontractors for compliance to the Association Bylaws. Failure to be aware of the requirements is not justification for non-compliance.**

HOMEOWNERS SHALL PROVIDE THIS LIST TO EACH CONTRACTOR HIRED BY THE OWNER FOR COMPLIANCE. FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN FINES IMPOSED ON THE OWNER.

1. All contractor personnel are required to enter and exit using the entrance located on Bradwell Rd. The Braymore Hills Homeowners Association requires that all truck traffic be limited to the Bradwell Rd entrance for entry and exit from the subdivision. Use of the Barrington Rd entrance for trucks is prohibited. Violators will cause a fine of \$200 per violation to be imposed on the homeowner retaining the contractor. The homeowner may require reimbursement from the contractor for violations caused by the contractor.
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3. Contractors will use only the utilities provided on the immediate site on which they are working.
4. Any damage to streets and curbs, drainage inlets, street lights, street markers, mailboxes, walls, etc. will be repaired by Braymore Hills and such cost billed to the responsible contractor or taken from the owners deposit for permit.
5. All construction vehicles, including light trucks and autos are required to obey the posted speed limit.
6. There will be no washing of any truck on the streets. Any concrete delivery truck washed out must be on the construction site.
7. Operators of vehicles are required to see that they do not spill any damaging materials while within the Community. If spillage of a load occurs, operators are responsible for cleaning up. Clean-ups done by the Braymore personnel will be billed to the responsible lot owner. Please report any spills as soon as possible to the owner.
8. If any telephone, cable television, electrical, water, etc. lines are cut, it is the contractor's responsibility to report the accident to the Village of Inverness, Building Department and utility provider.
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10. Loud radios or noise will not be allowed within the subdivision. This is distracting and discomforting to property owners. Normal radio levels are acceptable. Do not mount speakers on vehicles or outside of homes under construction. Remember that sound travels a long way on a windy day.
12. No vehicles (trucks, vans, cars, etc.) may be left in the subdivision overnight. Construction equipment may be left on the site while needed, but must not be kept on the street.
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14. The owner will be held responsible for all actions of its contractors and builders.
15. Contractors will not be allowed to use the premises for recreational purposes such as fishing, softball or other sports.
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17. Dumping of construction material on Village paved roads such as dirt, stone, excavation backfill, debris, etc., is not permitted. Damage to roads due to heavy vehicle loads, non-rubber tired construction equipment or other damage to road surface from construction equipment will result in potential forfeiture of the owners construction bond. Equipment and activities which may cause road damage shall be restricted to the owners property.

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## Braymore Hills

Exhibit 2 7-13-2015
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### Construction Bond

#### **PART 1-Submittal of Construction Bond**

Construction Bond submitted per following schedule. Check applicable bond.

<u>PROJECT ESTIMATED COST</u>	<u>BOND</u>
☐ Up to \$30,000	\$0
☐ \$30,001-100,000	\$1,000
☐ \$100,001-300,000	\$3,000
☐ \$300,001-500,000	\$5,000
☐ Over \$500,000	\$10,000

Bond Submittal Date: \_\_\_\_\_ Lot # \_\_\_\_\_ Street Address \_\_\_\_\_

Owner Information: Name: \_\_\_\_\_  
 Current Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Construction Bond to be refunded upon successful completion of project per ARC approved plans. Failure to complete installation per ARC approved plans will result in delay of bond refund or forfeiture of entire bond. The ARC Committee will determine satisfactory compliance to ARC approved drawings.

Bond Received By: \_\_\_\_\_ Date: \_\_\_\_\_

#### **PART 2-Return of Construction Bond**

The project has been completed in accordance with the ARC approved plans and return of the Construction Bond is requested.

Date: \_\_\_\_\_

Owner: \_\_\_\_\_

ARC Approval for Return of Construction Bond: \_\_\_\_\_ Date: \_\_\_\_\_