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Official Business

DECLARATION FOR NORTHBROOK MEWS TOWNEHOMES  
DEVELOPMENT

*Charles...*  
By *LA SALLE*  
Village Attorney

THIS DECLARATION made and entered into by LA SALLE NATIONAL BANK, a National Banking Association, Chicago, Illinois, not individually but solely as Trustee under Trust Agreement dated December 15, 1986 and known as Trust No. 111870, for convenience hereinafter referred to as the "Developer."

ARTICLE I

RECITALS

Developer is the record title holder of the real estate legally described on Exhibit A attached hereto and made a part hereof.

Said real estate (hereinafter referred to as "the Real Estate") is to be developed under a special use permit as a planned residential development of 23 townhomes to be called "Northbrook Mews Townhomes."

The townhomes (hereinafter referred to as "Dwelling Units") are to be constructed on the Real Estate on 23 sublots thereof denominated Sublots A through W inclusive.

The Northbrook Mews Townhomes Development (hereinafter sometimes referred to as the "Development") will include a private road, green space, parking areas, driveways, walkways and an area for storm water detention. That portion of the Real Estate utilized in such fashion will be designated by the Developer as the "Community Area." The Community Area will be constructed entirely on Sublot X of the Real Estate.

All owners and occupants of the Dwelling Units will benefit from the creation of a Homeowners Association which will become the owner and assume all maintenance obligations relative to the Community Area. The Developer has elected to declare that the several owners, mortgagees, occupants and other persons acquiring any interest in the Dwelling Units to be constructed on Sublots A through W inclusive of the Development shall at all times enjoy the benefit of and at all times hold their interest subject to the rights, obligations and restrictions set forth in this declaration.

The development of, construction upon and use of the Real Estate shall comply with Village of Northbrook Ordinance No. 87-12 granting a special use for a planned residential development on the Real Estate, a copy of which is attached hereto as Exhibit B and incorporated by reference subject to such modifications, provisions or alterations as the Village of Northbrook, in its sole discretion, may approve from time to time.

~~This document prepared~~

MAIL TO:

STEVEN M. ELRO  
55 WEST MONRO  
SUITE 800  
CHICAGO, IL 60603

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2.06. Community Area. Sublot X of the Real Estate, as depicted in the final Plat of Subdivision, and the amenities constructed thereon, including the private road, green space, parking areas, driveways, walkways, the sanitary sewer system servicing the Dwelling Units (but not the 8 inch Sanitary Sewer Main), the water system servicing the Dwelling Units (but not the 8 inch water main and the fire hydrants), street lights and storm water detention areas.

2.05. Charges. The Community Assessment, any special assessment levied by the Association and/or any special charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration and the Bylaws.

2.04. Capital Reserve. The funds segregated by the Association in a special reserve account the use of which is limited to the making of capital expenditures in connection with the Community Area and Dwelling Unit Extérieurs as more fully set forth in Section 7.07.

2.03. Bylaws. The Bylaws of the Association.

2.02. Board. The Board of Directors of the Association as constituted at any time or from time to time in accordance with the applicable provisions of Article IV.

2.01. Association. Northbrook News Townhomes Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.

For purposes of brevity certain terms and words used in this Declaration are defined as follows:

## DEFINITIONS

### ARTICLE II

During the construction and marketing of the Development the Developer shall retain certain rights set forth in this Declaration, which rights shall include without limitation the right prior to the Turnover Date to appoint all members of the Board and the right to enter upon the Development in connection with the Developer's efforts to (i) complete construction thereof and (ii) sell the Dwelling Units.

In consideration of the adoption by the VILLAGE OF NORTHBROOK of a Special Use Ordinance for the Real Estate, the Developer agrees to execute and record this Declaration of covenants, easements and restrictions to run with and be binding on all of the Real Estate.

Upon the failure or refusal of the petitioner to comply with any or all of the conditions, restrictions or provisions of Section 6 of this Ordinance, at any time after the effective date of this Ordinance, the special use granted in Section 5 of this Ordinance shall, at the sole discretion of the Village Board of Trustees, by ordinance duly adopted, be revoked and become null and void, provided, however, that the Village Board of Trustees

Section 7. FAILURE TO COMPLY WITH CONDITIONS.

Property located at 2720-2745 Dundee Road, Northbrook, Illinois.

The execution and recordation of an agreement for sanitary sewer and storm water sewer easements with respect to

Board of Trustees.

3. The execution of, recordation of and compliance with the Declaration for Northbrook News Townhomes Development, as approved and accepted by the Village

d. The final engineering plan for the subject property as approved by the Village Engineer.

with latest date of December 1, 1966 and initialed by the Village President, a copy of which is attached hereto and, by this reference, incorporated herein as Exhibit "C."

c. The Declaration plan for the subject property prepared by the Cawn Group with latest date of December 1, 1966 and initialed by the Village President, a copy of which is attached hereto and, by this reference, incorporated herein as Exhibit "B."

b. The Landscape plan for the subject property, prepared by Terry Lindsay Associates, with latest revision date of November 21, 1966 and initialed by the Village President, a copy of which is attached hereto and, by this reference, incorporated herein as Exhibit "A."

a. The site plan for the subject property prepared by the Cawn Group with latest revision date of November 21, 1966, and initialed by the Village President, a copy of which is attached hereto and, by this reference, incorporated herein as Exhibit "A."

The subject property shall be developed, used and maintained only in strict accordance with the following documents and plans, except for minor engineering changes and site work approved by the Village Engineer:

2. The subject property shall be developed, used and maintained only in strict accordance with the following documents and plans, except for minor engineering changes and site work approved by the Village Engineer:

1. The submission to, review of and acceptance and approval by the Village Engineer of the final engineering plans for the subject property.

The special use granted in Section 5 above shall be, and is hereby, expressly subject to and contingent upon each of the following conditions, restrictions and provisions:

Section 6. SPECIAL USE CONDITIONS.

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may not so revoke the Special Use unless it shall have first provided the Petitioner with five (5) months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the development and use of the Subject Property shall be governed solely by the regulations of the R-6 Zoning District, or then applicable zoning district, of the Northbrook Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation of the said special use, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner acknowledges that zoning notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or of any denial of any procedural right.

Section 8. BINDING EFFECT.

The privileges, obligations, and provisions of each and every section of this Ordinance are for and shall inure to the benefit of and are and shall be binding on the Petitioner and its successors, assigns, heirs and transferees to all, or any part of the Subject Property including, but not limited to, the owner or owners of any sublots (including Sublots A-W and Sublot X) on the Subject Property.

Section 9. EFFECTIVE DATE.

(a) This Ordinance shall be effective upon the occurrence of all of the following events:

(i) passage by the Board of Trustees of the Village of Northbrook in the manner required by law; and

(ii) publication in pamphlet form in the manner required by law; and

(iii) the filing by the Petitioner with the Village Clerk, for recording in the office of the Cook County Recorder of Deeds, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in the form attached hereto and, by this reference, incorporated herein as Exhibit "D."

(b) This Ordinance shall be of no force or effect and shall be rendered null and void in the event that the Petitioner does not file with the Village Clerk the unconditional agreement and consent referenced in Section 9(a)(iii) of this Ordinance within fourteen (14) days of the date of passage of this Ordinance by the Village Board of Trustees.

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Based on the findings and determinations set forth in Section 4 of this ordinance and subject to and contingent upon the conditions, restrictions and provisions set forth in Section 6 of this ordinance, a special use permitting the development and existence of a planned residential development on the subject property and exceptions to the applicable bulk regulations of the R-6 District are hereby granted to the petitioner in accordance with and pursuant to sections VII-B-6(b) and VI-D-7 of the Northbrook Zoning Ordinance and the home rule powers of the Village of Northbrook.

Section 5. SPECIAL USE.

Certain findings were made and rendered by the plan commission and codified into its written report dated December 2, 1986 (the "plan commission findings") with respect to the petitioner's request for the subject special use and the exceptions to the R-6 District bulk regulations. The plan commission findings are hereby accepted and adopted. Specifically, and without limitation of the foregoing, the board of trustees does hereby find and determine that the proposed planned development will provide compensating amenities not otherwise required by law including provisions for common open space, a water detention area, on site and off site engineering improvements, site planning and extensive landscaping and that it will promote the general health, safety and welfare and serve the best interests of the Village of Northbrook.

Section 4. ACCEPTANCE AND ADOPTION OF PLAN COMMISSION FINDINGS.

A public hearing to consider a petition for a special use for an R-6 planned residential development on the subject property was duly advertised on September 18, 1986 in the Northbrook Star and publicly heard by the Northbrook Plan Commission on October 1, 1986 and subsequent meetings as Docket No. 86-31, with a favorable recommendation rendered at the plan commission's regular meeting on December 4, 1986.

Section 3. PUBLIC HEARING.

Tax I.D. Nos: 04-04-302-0391, 04-04-302-0401, 04-04-302-0411

The North 265 feet of the South 595 feet of the West 38 rods of the Southwest Quarter of Section 4, Township 42 North, Range 12 East of the Third Principal Meridian, (except the West 50 feet thereof taken for public roadway according to the plat thereof recorded as Document No. 9648189) in Cook County, Illinois.

Said parcels of land herein described taken together as a single tract and more particularly described as follows: The South West Quarter of Section 4, Township 42 North, Range 12 East of the Third Principal Meridian (except existing public highways) in Cook County, Illinois.

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## ORDINANCE NO. 87-12

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS THE NORTHBROOK MEWS TOWNHOMES DEVELOPMENT

be and is hereby adopted as follows.

### Section 1. BACKGROUND.

Mews Development Corporation, formerly known as Borden & Associates, Ltd., of Wheeling, Illinois and LaSalle National Bank, a National Banking Association, not individually but as Trustees under Trust Agreement dated December 15, 1956 and known as Trust No. 111870 (together referred to as the "Petitioner") have petitioned for rezoning and a special use to permit a planned residential development on an approximately 3.51 acre parcel located on Pfingsten Road in the Village of Northbrook (the "Subject Property"). The planned residential development will consist of 23 townhome units and common open space on one zoning lot. Prior to the adoption of this Ordinance the Village Board of Trustees adopted an ordinance rezoning the Subject Property from the R-3 Single Family Residence District to the R-6 General Residence District.

### Section 2. DESCRIPTION OF SUBJECT PROPERTY.

The Subject Property consists of approximately 3.51 acres, is located at 115-11 Pfingsten Road and is legally described as follows:

#### PARCEL 1:

The North 65 feet of the South 395 feet of the West 38 rods of the South West Quarter of Section 4, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 2:

The North 100.0 feet of the South 400.0 feet of the West 38 rods of the South 120.0 rods of the South West Quarter of Section 4, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois (subject to public highways); also known as the South 100.0 feet of the North 200.0 feet of the South 480.0 feet (measured from the North line of Dundee Road) of the West 38 rods of the South 120 rods of the South West Quarter of Section 4, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois (subject to public highways) the North line of Dundee Road aforesaid being taken as a line 50.0 feet North of and parallel with the South line of the South West Quarter of said Section 4.

#### PARCEL 3:

The North 100 feet of the South 480 feet (measured from the North line of Dundee Road) of the West 38 rods of the South 120 rods of

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COOK COUNTY CLERK'S OFFICE

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EXHIBIT B

Village Clerk

/s/ Sandra D. Kani

I certify that this document was duly adopted and published on the dates stated above

VILLAGE OF NORTHBROOK  
COUNTY OF COOK, ILLINOIS

Printed and published in pamphlet form by authority of the President and Board of Trustees

Passed by the Board of Trustees, March 24, 1987  
Printed and published, March 25, 1987

AN ORDINANCE GRANTING A  
SPECIAL USE FOR A PLANNED  
RESIDENTIAL DEVELOPMENT  
KNOWN AS THE NORTHBROOK MEMS  
TOWNHOMES DEVELOPMENT

ORDINANCE NO 87-12

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## LEGAL DESCRIPTION

FILE NO. 87622043

DATE OF RECORD 11/19/11

Lot 1 of Northbrook Mews Subdivision, being a Subdivision of part of the Southwest quarter of Section 4, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, this 11th day of November, 2011.

CLERK OF COOK COUNTY

WITNESSED AND SUBSCRIBED before me, the undersigned authority, on this 11th day of November, 2011.

NOTARY PUBLIC  
EXHIBIT A

COOK COUNTY CLERK'S OFFICE

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2.07. Community Assessment. The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article VII.

2.08. Community Expenses. The expenses of administration (including management and professional services), operation, maintenance, repair, replacement, landscaping and snow removal of the Community Area (including the storm water detention area) and the Dwelling Unit Exteriors; the cost of any water, waste removal, scavenger services, electricity, telephone and other necessary utility expenses for the Community Area; the the cost of general and special real estate taxes and assessments levied or assessed against the Community Area; the cost and expense incurred for the maintenance, repair and replacement of personal property acquired and used by the Association in connection with its operation and maintenance of the Community Area; any expenses specifically designated as Community Expenses by this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

2.09. Declaration. This instrument with all exhibits hereto, as amended or supplemented from time to time.

2.10. Dwelling Units. Any of the twenty-three (23) sublots denominated Sublots A through W inclusive as depicted on the Plat of Subdivision approved by the VILLAGE OF NORTHBROOK for the Real Estate. Each of such Sublots is or is to be improved with a residential unit which shares a wall (party wall) with one or two other residential units. Each Sublot, whether or not improved, is a Dwelling Unit hereunder. The precise legal description of the Real Estate which makes up each Dwelling Unit shall be set forth in the deed which conveys the Dwelling Unit from the Developer to the first purchaser of such Dwelling Unit.

2.11. Dwelling Unit Exterior. The roof, foundation, steps, footings, outer surface of exterior walls, garage doors and deck of each Dwelling Unit including, to the extent that such improvements fall within the boundaries of the Dwelling Unit, the driveways and walkways.

2.12. Initial Development Period. The period commencing with the filing of this Declaration and ending on the Turnover Date as more fully set forth in Section 7.09.

2.13. Mortgagee. The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit.

2.14. Owner. The person or persons whose estates or interests individually or collectively aggregate fee simple

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absolute ownership of the Dwelling Unit. The word "owner" shall also include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Dwelling Unit.

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

2.16. Real Estate. The Real Estate described in Exhibit A, including Sublots A through W (the portions of the Real Estate upon which Dwelling Units are to be constructed) and Sublot X (the portion of the Real Estate upon which the private road, parking areas, driveways, walkways and storm water detention are to be constructed and the portion devoted to green space).

2.17. Turnover Date. The date on which the rights of the Developer to designate the members of the Board are terminated under Section 4.13.

2.18. Voting Member. The individual who shall be entitled to vote in person or by proxy in meetings of the Owners as more fully set forth in Section 4.03.

ARTICLE III

SCOPE OF DECLARATION

3.01. Property Subject to Declaration. Developer, as the owner of fee simple title to the Real Estate, expressly intends to and by the recording of this Declaration does hereby subject the Real Estate to the provisions of this Declaration.

3.02. Declaration to Run with Real Estate. All of the rights, benefits and privileges, and all of the restrictions, conditions, easements, reservations, covenants, liens and charges granted, created, reserved or declared by this Declaration, shall be deemed to be covenants appurtenant running with the land, and, so long as the Real Estate is subject to the provisions of this Declaration, shall remain in full force and effect, and shall be binding upon and be binding upon the undersigned, its successors and assigns and upon any person having an interest or estate in the Real Estate or any Dwelling Unit.

3.03. Conveyance Subject to Declaration. Deeds of conveyance, trust deeds and other instruments that create or memorialize an interest in the Real Estate or any Dwelling Unit, including (without limitation) those that create or record mortgage or lien interests, shall, irrespective of whether such instruments make reference to this Declaration, be subject

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EXHIBIT "D"

PETITIONER'S UNCONDITIONAL AGREEMENT AND CONSENT

WHEREAS, Mews Development Corporation, formerly known as Borden & Associates, Ltd. and LaSalle National Bank, a National Banking Association, not individually but as Trustee under Trust Agreement dated December 15, 1986 and known as Trust No. 11870 (together referred to as the "Petitioner"), have applied for a special use permit for the development of a planned residential development on certain property located in the Village of Northbrook; and

WHEREAS, Ordinance No. 87-12, adopted by the President and Board of Trustees of the Village of Northbrook on March 24, 1987, grants such special use permit; and

WHEREAS, Section 9 of Ordinance No. 87-12 provides that said Ordinance will be of no force or effect unless and until the Petitioner shall have filed with the Village Clerk, within 14 days following the passage of said Ordinance, its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance.

NOW, THEREFORE, the undersigned, on behalf of themselves and their successors, assigns, heirs and transferees, do hereby acknowledge the validity of and do unconditionally accept, consent to, and agree to abide and be bound by each and all of the terms, conditions, and limitations set forth in Northbrook Ordinance No. 87-12.

Dated \_\_\_\_\_, 1987

Mews Development Corporation, formerly known as Borden & Associates, Ltd.

By: \_\_\_\_\_

ATTEST:

LaSalle National Bank, a National Banking Association, as Trustee

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

COOK COUNTY RECORDER  
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COOK COUNTY Clerk's Office

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RESOLUTION

OF THE BOARD OF SUPERVISORS  
OF COOK COUNTY

WHEREAS, the Board of Supervisors of Cook County, Illinois, has the honor to receive from the Board of Trustees of the Village of Oak Park, Illinois, a resolution of appreciation for the services rendered by the Board of Supervisors of Cook County, Illinois, in the year 1987;

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AND WHEREAS, the Board of Supervisors of Cook County, Illinois, is desirous of expressing its appreciation for the services rendered by the Board of Trustees of the Village of Oak Park, Illinois, in the year 1987;

IT IS THE POLICY OF THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, TO EXPRESS ITS APPRECIATION FOR THE SERVICES RENDERED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF OAK PARK, ILLINOIS, IN THE YEAR 1987.

IT IS THE POLICY OF THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, TO EXPRESS ITS APPRECIATION FOR THE SERVICES RENDERED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF OAK PARK, ILLINOIS, IN THE YEAR 1987.

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Property of Cook County Clerk's Office

RESOLUTION

RESOLUTION

RESOLUTION

RESOLUTION

Village Clerk

/s/ Sandra D. Kent

ATTEST:

Village President

/s/ Richard T. Falcone

NAYS: (0)

Trustees Miller, Sellin, Donahue, Gray, Jaeger and Walker

AYES: (6)

PASSED: This 24th day of March, 1987

4.03. Voting Rights. There shall be one person (and only one person) with respect to each Dwelling Unit who shall be entitled to vote at any meeting of the Owners. Such person shall be known and hereinafter referred to as a "Voting Member." Such Voting Member may be the Owner or one of the group comprising all the Owners of a Dwelling Unit, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group, when acting unanimously) may vote or take any other action as a Voting Member either in person or by proxy. Developer shall be the Voting Member with respect to any and all Dwelling Units owned by the Developer.

4.04. Meetings.

(a) Meetings of the Voting Members shall be held at the Real Estate or at such other place in Cook or Lake County, Illinois, as may be designated in any notice of a meeting. At any meeting of the Voting Members, the presence in person or by proxy of the Voting Members for at least twelve (12) Dwelling Units shall constitute a quorum. Except as otherwise required by the terms of this Declaration, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of a majority of the Voting Members present in person or by proxy.

(b) The initial meeting of the Voting Members shall be held upon at least ten (10) days' prior written notice given by the Developer. Such written notice must be given not later than ten (10) days prior to the Turnover Date. Thereafter, there shall be an annual meeting of the Voting Members on the second Tuesday of November following such initial meeting, and on the second Tuesday of November of each succeeding year thereafter, at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting.

(c) Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice authorized by a majority of the Board or by one-fifth (1/5th) of the Voting Members and delivered not less than ten (10) days prior to the date fixed for

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4.02. Board of Directors. The direction and administration of the Association shall be vested in its Board of Directors (the "Board"). The Board shall consist of three (3) persons who shall be designated or elected in the manner hereinafter provided. Subject to the right of the Developer to designate Board members prior to the Turnover Date, each member of the Board shall be one of the Owners or a spouse of an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, any partner or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board.

4.01. Association. Developer shall, prior to the sale of the first Dwelling Unit, cause to be incorporated a not-for-profit corporation under the General Not for Profit Corporation Act of the State of Illinois, to be called "NORTHBROOK MEWS TOWNHOMES HOMEOWNERS ASSOCIATION," which corporation (the "Association") shall be the governing body for all the Owners as provided herein. Every Owner shall, without exception, be a member of the Association. There will be one membership per Dwelling Unit. Membership shall be apportioned to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. Membership shall automatically terminate upon the sale, transfer or other disposition by such member of his or her Dwelling Unit, at which time the new owner shall automatically become a member therein. The Association shall be given written notice of the change of ownership of a Dwelling Unit within ten (10) days after such change. Developer will convey fee title ownership of the Community Area to the Association on or before the Turnover Date. The Community Area will at the time of such conveyance to the Association by the Developer be free and clear of any mortgage or trust deed as evidenced by a title policy to be provided to the Association by the Developer.

ADMINISTRATION

ARTICLE IV

3.04. Dwelling Unit Conveyance. Once a Dwelling Unit has been conveyed by the Developer to a bona fide purchaser for value, any subsequent conveyance or transfer of ownership of such Dwelling Unit shall be of the entire Unit and there shall be no conveyance or transfer of a portion of a Dwelling Unit without the prior written consent of the Board.

thereto as fully and completely as would be the case were this declaration set forth in its entirety in such instrument.

(a) At their initial meeting, the Voting Members shall elect a full three-member Board. In all elections for members of the Board, each Voting Member shall be entitled to cast the number of votes equal to the number of Board members to be elected. Cumulative voting will not be permitted. The three (3) candidates receiving the highest number of votes shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting three (3) Board members shall be elected. The person receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of three (3) years, the person receiving the next highest number of votes shall be elected to the Board for a term of two (2) years and the person receiving the third highest number of votes shall be elected to the Board for a term of one (1) year. Upon the expiration of the terms of office of the Board members elected at the first annual meeting, and thereafter, successors shall be elected for a term of three (3) years each. The Voting Members for at least two-thirds (2/3rds) of the number of Dwelling Units may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3rd) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Voting Members for at least two-thirds (2/3rds) of the number of Dwelling Units. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the next annual meeting or at a special meeting of the Voting Members called for such purpose. Except as otherwise provided in this Declaration, the Association shall be managed by the Board and the Board shall act by a majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt. A majority of the total number of members of the Board shall constitute a quorum.

4.06. Election of Board Members.

4.05. Notice of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for purpose of service of such notice, or to the Dwelling Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

of the meeting. The notices shall specify the date, time and place said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

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(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be chief executive officer of the Association; a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account and who shall, in general, perform all the duties incident to the office of Treasurer; and such additional officers as the Board shall see fit to elect.

(c) Any Board member elected by the Voting Members may be removed from office by affirmative vote of the Voting Members for at least two-thirds (2/3ds) of the number of Dwelling Units at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent meeting called for that purpose.

4.07. General Powers of the Board. The Board shall have such power as shall be necessary and appropriate to authorize, supervise and direct the performance by or on behalf of the Association of the various duties and obligations imposed on the Association in this Declaration. Without limiting the generality of the foregoing the Board shall be responsible for and have the power and authority to purchase and pay for such materials, supplies, labor, service, and the like, as it deems necessary in order to fulfill its obligations under this Declaration or to meet requirements imposed by the VILLAGE OF NORTHBROOK, or which are in its opinion necessary or proper for the maintenance and operation of the Community Area.

4.08. Execution of Instruments. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Association and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President.

4.09. Adoption of Rules and Regulations. The Board, without approval from any of the Voting Members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the use, maintenance, conservation and beautification of the Community Area, and for the health, comfort, safety and general welfare of the Owners; provided, however, that no such rules, or any amendments thereof, shall be effective without the prior approval of the VILLAGE OF NORTHBROOK as expressed by duly adopted resolution. Written notice

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Estate and otherwise engage in such activities as are necessary and appropriate and which are in conformity with the applicable laws and ordinances of the Village of Northbrook.

(c) The Developer shall have the right and power to execute all necessary documents and perform all acts which in the Developer's opinion are necessary in connection with the exercise of its rights under this Declaration.

(d) All rights which are specified in this Declaration to be rights of the Developer are mortgageable, pledgeable, assignable or transferable. Any successor to or assignee of the rights of the Developer (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of the Developer hereunder.

ARTICLE V

DUTIES, OBLIGATIONS AND RESTRICTIONS

5.01. Maintenance, Repair and Replacement of Dwelling Units.

(a) Except as otherwise provided in this Section, each Owner shall be responsible for the maintenance, repair and replacement of his Dwelling Unit.

(b) The Association shall be responsible for the maintenance, repair and replacement of the Dwelling Unit Exteriors including without limitation the following:

(i) Maintenance, repair and replacement of the roof, outer surface of exterior walls, foundations, steps, footings, driveways and walkways, but excluding window washing, replacement of broken glass and the repair of deck flooring and damage to garage doors;

(ii) Added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping of the Dwelling Unit Exteriors;

(iii) Maintenance, repair and replacement of water, sewer, electrical and other systems which serve more than one Dwelling Unit (but not including such portions of such systems as serve only one Dwelling Unit, such as, for example, a garage door opener, an interior air conditioning unit, and electrical or plumbing fixtures).

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(b) In connection with the construction of the development the Developer, its agents and contractors shall have the right to store construction equipment and materials on the Real

(a) In connection with the sale of dwelling units the Developer shall have the right and power to construct such temporary improvements as the Developer may deem necessary or advisable, including (without limitation) the construction of a model dwelling unit or other promotional facility; provided that all advertising and other promotional devices shall at all times be in conformity with the applicable ordinances of the VILLAGE OF NORTHBROOK.

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4.14. Developer's Reserved Rights During Initial Development Period.

4.13. Developer Control of Association. The first and all subsequent boards shall (until the Turnover Date) consist solely of three (3) persons from time to time designated by the Developer, which persons may, but need not be Owners. Developer's rights under this Section to designate the members of the Board shall terminate on the Turnover Date. For purposes of this declaration the Turnover Date shall be the first to occur of (1) the giving of written notice by Developer to each Owner of Developer's election to terminate its rights; (1) ninety (90) days following consummation of the sale of the twenty-third (23rd) Dwelling Unit; or (iii) five (5) years from the date of recording of this Declaration. Prior to the Turnover Date Voting Members may elect such number of non-voting counselors to the Board as the Developer may, in its sole discretion permit. From and after the Turnover Date the Board shall be constituted and elected as provided in Sections 4.02 through 4.06. Prior to the Turnover Date all of the voting rights at each meeting of the Owners shall be vested exclusively in the Developer and neither the Owners nor the counselors (if any) which they may have elected shall have any voting rights.

4.12. Dissolution. To the extent permissible under applicable law, in the event of the dissolution of the Association, the Community Area shall be conveyed to the Owners as tenants in common.

4.11. Managing Agent. The Association may engage a managing agent and pay such agent a reasonable fee for its services. Any such agency shall be reflected in a written agreement between the Association and the agent and be for a term of not more than one year and be terminable by the Association for cause on thirty (30) days' written notice, or by either party without cause or payment of any termination fee on ninety (90) days' notice.

of such rules and regulations shall be given to all Owners. If within thirty (30) days from the date of written notice to the Owners of the adoption of any such rule and regulation, the Voting Members for at least one-fourth (1/4) of the Owners shall file with the Board a written objection thereto, then such rule and regulation shall be deemed rescinded until approved by the Voting Members for at least three fifths (3/5) of the Owners.

4.10. Board Member and Officer Liability. Board members and officers of the Association shall not be personally liable to the Owners for any mistake of judgment or any acts or omissions of any nature which such Board members or officers take or fail to take as Board members and/or officers, except with respect to acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Developer and each Board member and Association officer, along with their respective heirs, executors or administrators, against all contractual and other liability to others, arising out of contracts made by or other acts taken by them on behalf of the Owners or the Association, or arising out of their status as Board members or officers, unless in each case such contract or act shall have been entered into or taken criminally, fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, without limitation, counsel fees, judgments paid and settlements paid) actually and reasonably incurred in connection with defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his or her duties as such Board member or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his or her duties as such Board member or officer. It is intended that the foregoing indemnification shall be coextensive with the broadest indemnification permitted under the Illinois General Not-For-Profit Corporation Act of 1986, as from time to time amended.

Agreements made by the Association or the Developer on behalf of the Owners may provide that the officers of the Association, members of the Board, or the Developer, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability shall be limited to such proportion of the total liability as the member of Dwelling Units owned by such Owner bears to the aggregate numbers of Dwelling Units.

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5.03. Alterations, Additions or Improvements to Dwelling Units. No additions, alterations or improvements shall be made to any Dwelling Unit exterior by an Owner, and no application for a building or other permit for the same shall be submitted to the Village of Northbrook by an Owner, without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Dwelling Unit exterior by an Owner upon the Owner's agreement either (1) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (2) to pay to the Association from time to time the additional cost of maintenance of the Dwelling Unit exterior resulting from such addition, alteration or improvement. If an addition, alteration or improvement is made to a Dwelling Unit exterior by an Owner in violation of this Section, then the Board may, in its discretion, take any of the following actions:

(c) No Owner shall cause or permit to be done or result in or about such Owner's Dwelling Unit anything which will result in the cancellation of insurance on such Owner's Dwelling Unit or any other Dwelling Unit.

(b) The policy or policies of insurance of each Owner's Dwelling Unit shall name the Association as a co-insured, as its interest may appear. Each Owner shall deliver to the Board a certificate of insurance certifying that a policy of insurance covering such Owner's Dwelling Unit, as required under this Section, is in effect and that said policy shall not be cancelled or materially changed except upon ten (10) days' prior written notice thereof to the Board. In the event an Owner fails to procure or keep in effect the insurance required under this Section and provide proof thereof to the Board, then the Board may act on behalf of and as agent for such Owner and procure such insurance on the Owner's Dwelling Unit with a company, in a form, and for a premium and period as determined by the Board to be appropriate, and the cost thereof shall be charged to the Owner.

(a) Each Owner of a Dwelling Unit shall be responsible for and shall procure fire and all risk coverage insurance upon such Owner's Dwelling Unit for not less than the full insurable replacement value thereof under a policy or policies of insurance, with such company or companies, in such form and for such premiums and periods, as such Owner may determine to be appropriate. Each Owner shall also be responsible for his own insurance on the contents of his or her Dwelling Unit and the furnishings and personal property therein.

5.02 Dwelling Unit Insurance.

through 5.11 inclusive. Except as specifically provided for in Section 5.13, the cost of maintenance, repairs and replacement of the Community Area shall be Community Expenses. However, unless and until the Association provided for herein is formed pursuant to this Declaration, the Developer shall be responsible therefor.

5.06. Maintenance of Detention Area.

That portion of the Community Area designed or intended for the proper drainage or detention of storm water (as depicted on the site plan, the landscape plan and engineering plan for the Real Estate approved by the VILLAGE OF NORTHBROOK) shall be kept unobstructed and shall be mowed regularly. No trees, plantings, shrubbery, fencing, patios, structures of any kind, landscaping treatment or other obstruction shall be planted, placed or allowed to remain in the detention area, except as depicted on the aforesaid plans. Each Owner acknowledges, by acceptance of a deed to a Dwelling Unit, that the portion of the Community Area designed for storm water detention is for the benefit of the entire Real Estate, and that consequently the Declarant, any Owner, the Village or the Association shall have the right to enter upon the Community Area to maintain drainage and detention in consonance with the aforesaid plans approved by the VILLAGE OF NORTHBROOK.

5.07. Maintenance of Private Road. The private road and sidewalk which provide ingress and egress to the Development from Pflingsten Road shall be maintained in good condition and repair at all times, including the prompt and effective removal of snow and ice and shall provide a means of safe, efficient, unobstructed and comfortable passage from the public right of way to the Development.

5.08. Maintenance of Green Space. All Community Area green space shall be landscaped in accordance with the site plan and landscape plan approved by the VILLAGE OF NORTHBROOK for the Real Estate and shall be maintained at all times in such a manner as to insure the beauty and overall first rate appearance of such areas. In particular, such maintenance shall include the upkeep of all landscaping materials placed or planted in such green space and the prevention of accumulation of any litter thereon or development of any other condition that would detrimentally affect the beauty and overall first rate appearance of such areas.

5.09. Maintenance of Signage. The signage at the entrance to the Development shall be maintained in like new condition.

5.10. Maintenance of Driveways. All driveways servicing the various Dwelling Units shall be maintained in good condition and repair at all times, including the prompt and effective removal of snow and ice and shall provide a means of safe, efficient,

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5.05. Maintenance, Repair and Replacement of the Community Area. The Association shall be responsible for the maintenance, repair and replacement of the Community Area. Such responsibility shall include, without limitation, the specific responsibilities set forth with particularity in Sections 5.06

(b) In the event that any owner shall fail, within a reasonable time after the occurrence of the damage or destruction referred to in Subsection (a), to perform the necessary repair or rebuilding, then the Board may cause such repairs or rebuilding to be performed in the manner and as provided in Subsection (a) and the cost thereof shall be charged to such Owner as his or her personal obligation and shall be a continuing lien on the Owner's Dwelling Unit.

(a) In the event of damage to or destruction of any Dwelling Unit by fire or other casualty, the Owner thereof shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure and in conformity with the construction of buildings in force at the time of such repair or reconstruction. The Dwelling Unit Exterior, when rebuilt shall be substantially similar to and its architectural design and landscape shall be acceptable to the Board and in conformity with the surrounding Dwelling Units which have not been so damaged or destroyed. The Owner shall not be relieved of his or her obligation to repair or rebuild his or her Dwelling Unit under this Subsection (a) by reason of such Owner's failure to carry sufficient insurance or the fact that proceeds received by the Owner from the insurer are not sufficient to cover the cost thereof.

5.04. Rebuilding of Damaged Dwelling Unit.  
(c) Ratify the action taken by the Owner, in which case the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section. Nothing in this Section shall be in derogation of the ordinances of the VILLAGE OF NORTHBROOK, insofar as such ordinances require the issuance of a building permit prior to the commencement of work.

(b) If the Owner refuses or fails to properly perform the work required under (a), cause such work to be done and charge the Owner for the cost thereof as determined by the Board; or  
(a) Require the Owner to remove the addition, alteration or improvement and restore the Dwelling Unit Exterior to its original condition, all at the Owner's expense; or

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5.13. Damage Caused by an Owner. If due to the act or omission of the Owner of a Dwelling Unit, or the household pet, guest or other occupant or invitee of such Owner, damage shall be caused to the Community Area or his Dwelling Unit, and as a result thereof maintenance, repairs or replacements shall be required, which would otherwise be a Community Expense, then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, to the extent not covered by insurance carried by the Association. In the event such damage is covered by insurance carried by the Association then, unless a resolution to the contrary is adopted by the affirmative vote of at least seventy-five percent (75%) of the Voting Members, the damaged improvements shall be repaired, replaced or reconstructed and the insurance proceeds used, first, to pay the cost thereof, and any excess thereafter used to pay the Community Expenses. Any deficiency shall remain the responsibility of the Owner whose act or omission caused the damage.

5.14. Waiver of Subrogation. The Association and each Owner hereby waive and release any and all claims which it, he or she may have against any Owner, including relatives of the Owner, the Association, its Board members and officers, the Developer, the managing agent, if any, and their respective employees and agents for damage to the Dwelling Unit, the Community Area or any personal property located in the Dwelling Unit or the Community Area caused by fire or other casualty to the extent that such damage is covered by fire or other forms of casualty insurance and to the extent that this release is permitted under policies for such insurance. To the extent possible, all policies purchased by the Board under Section 5.11(a) and (b) shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of the Owner, the Association, its directors and officers, the Developer, the managing agent, if any, and their respective employees and agents.

5.15. Condemnation. In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Association, and together with any portion of the Capital Reserve specifically earmarked for the Community Area, in the discretion of the Board, (a) applied to pay Community Expenses or (b) distributed to the Owners and their respective mortgagees as their interests may appear, in equal shares.

5.16. Use Restrictions

(a) No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on

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5.12. Alterations, Additions or Improvements to the Community Area. The Association may cause alterations, additions or improvements to be made to the Community Area and the cost thereof shall be paid from a special assessment as more fully described in Section 7.06, except that any such alteration, addition or improvement which shall cost more than \$2,300 shall require advance approval at a special meeting of the Owners. No alteration, addition or improvement shall, however, in any case be made to the Community Area without the prior approval of the Board.

(d) The premiums for any insurance obtained under this Section shall be Community Expenses.

(c) Fidelity bonds indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association shall be obtained by the Association in such amounts as the Board shall deem desirable.

(b) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons and property damage, in such amounts as it shall deem desirable but for not less than \$1,000,000 per occurrence, and workers compensation insurance and other liability insurance as it may deem desirable, insuring (as their interest may appear) the Association, its Board members and officers, each owner, the Village of Northbrook, its elected and appointed officials, officers, employees and agents, the Developer, the managing agent, if any, and their respective employees and agents from liability resulting from an occurrence on or in connection with the Community Area. The Board may, in its discretion, obtain any other insurance which it deems desirable including, without limitation, insurance covering the Board members and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 4.10. Such insurance coverage shall include cross-liability claims of one or more insured parties.

(a) The Association shall have the authority to and shall obtain fire and all risk insurance covering the improvements to the Community Area (based on current replacement cost) for the full insurable value of such improvements.

5.11. Community Area Insurance.

unobstructed and comfortable passage from the various Dwelling Units to the private road and sidewalk which service the Development.

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5.19. Structural Impairment. Nothing shall be done in, on or to any part of any Dwelling Unit which would impair its structural integrity. Nor shall anything be done in, on or to any part of the Community Area which would interfere with the appearance or impair the utilization thereof for the purposes for which the same is designed.

5.20. Proscribed Activities. No noxious or offensive activity shall be carried on in the Development nor shall anything be done therein, either wilfully or negligently, which may be or become an annoyance or nuisance to the residents.

5.21. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

5.22. Obstructions. Except as permitted under Section 4.14 there shall be no obstruction of the Community Area, and nothing shall be stored in the Community Area without the prior written consent of the Board or in violation of any applicable ordinance of the Village of Northbrook.

5.23. Lease of Dwelling Unit. Any Owner shall have the right to lease all (and not less than all) of his Dwelling Unit subject to the provisions of Subsections (a) and (b) below:

(a) no Dwelling Unit shall be leased for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service or mail service) are furnished;

(b) the Owner shall submit to the Board (i) a written application completed by the proposed lessee, setting forth the name, current address and financial and character references of the proposed lessee, (ii) a description of the basic terms of the proposed lease, including the length of the term and rental amount, and (iii) any other information reasonably required by the Board.

Within fifteen (15) days after receipt of the aforementioned information, the Board shall hold a meeting to vote upon the question of approving the proposed lease. The lease shall be approved unless at least two-thirds (2/3) of the Board members then serving shall vote against such approval. The decision of the Board shall be final and binding. In the event the Board fails to hold a meeting within said fifteen (15) day period or fails to vote

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5.18. Pets. No animal of any kind shall be raised, bred or kept in the Community Area. The Board may from time to time adopt rules and regulations governing the keeping of pets in the Dwelling Units, which may include prohibiting certain species of pets from being kept in the Dwelling Units and requiring an Owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the development, upon three (3) days' notice from the Board to the Owner of the Dwelling Unit containing such pet and the decision of the Board shall be final. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited.

5.17. Communication Dishes and Antennas. No communication dish or antenna shall be permitted on the roof or chimney of any Dwelling Unit. No communication dish shall be installed or maintained without an applicable permit from the VILLAGE OF NORTHBROOK. Any communication dish or antenna erected on the Community Area shall be screened from the view of persons owning property adjacent to the development with landscape materials of no less than the height of the communication dish or antenna.

(e) Notwithstanding anything contained in this section to the contrary, only those uses permitted by the applicable ordinances of the Village of Northbrook, as amended from time to time, shall be permitted on the Real Estate.

(d) No trucks, busses, recreational vehicles or trailers shall be parked except within the individual garage which forms a part of each Dwelling Unit. Nor shall any such trucks, busses, recreational vehicles or trailers be parked in the Community Area.

(c) Each Dwelling Unit shall be used only as a residence, provided that no Owner shall be precluded, with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein or (iii) handling his personal business or professional calls or correspondence therefrom.

(b) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Dwelling Unit exterior or the Community Area. The Community Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

any part of the Community Area or any Dwelling Unit Exterior, except as permitted by the Board or as permitted by Section 4.14.

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Owner's Dwelling Unit including any replacement thereof, plus the  
this Section, each Owner of a Dwelling Unit which utilizes a Party  
Wall shall have the right to use such Party Wall for support of such

(b) Without limiting the generality of paragraph (a) of  
this Section, each Owner of a Dwelling Unit which utilizes a Party  
Wall shall have the right to use such Party Wall for support of such  
Owner's Dwelling Unit including any replacement thereof, plus the  
regarding party walls.  
Inconsistent herewith embraced within the general rules of law  
privileges set forth in this Section, as well as those not  
utilizes a "Party Wall" and the Owner of each Dwelling Unit which  
resting on the boundary line between separate Dwelling Units shall  
built as a part of the original construction of a building and  
(a) Every wall, including the foundations therefor,  
resting on the boundary line between separate Dwelling Units shall  
be deemed a "Party Wall" and the Owner of each Dwelling Unit which  
utilizes a "Party Wall" shall have the obligations, rights and  
privileges set forth in this Section, as well as those not  
inconsistent herewith embraced within the general rules of law  
regarding party walls.

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5.28. Party Wall Rights and Obligations.

assist the Village in obtaining appropriate compliance.  
codes or covenants, the Association will use its best efforts to  
the VILLAGE OF NORTHBROOK OF a violation of Village ordinances,  
5.27. Violation of Village Ordinances. When notified by

Community Area and such parking spaces shall be clearly and  
promptly designated as "For Guests Only."  
5.26. Off-Street Parking. No less than fifteen (15) off-  
street parking spaces shall at all times be maintained in the

enforcing its rights and powers hereunder.  
of furnishing the services required to be furnished hereunder or  
the right and power to come onto any Dwelling Unit for the purpose  
5.25. Association's Access. The Association shall have

performed by the Developer or its employees, agents or contractors.  
The provisions of this Section shall not apply to any construction  
located in the Development, including without limitation the  
exterior finish of all structures or improvements from time to time  
rules and regulations governing the architectural design and  
have the right and power from time to time to adopt reasonable  
authorized committee thereof created pursuant to the Bylaws shall  
5.24. Overall Architectural Control. The Board or duly

specifically refers to this Declaration.  
bound by the provisions hereof regardless of whether the lease  
Declaration shall be a default under the lease. A lessee shall be  
any failure of the lessee to comply with the terms of this  
lease shall be subject to the terms of this Declaration and that  
Any lease shall be in writing and shall provide that such

on the proposed lease, the Board shall be deemed to have consented  
to the terms of the proposed lease.

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right and obligation to maintain and repair, and in the event of its destruction to rebuild such Party Wall including in each case all pipes, conduit and ducts located therein.

(c) The Owner of a Dwelling Unit which utilizes a Party Wall shall refrain from using such Party Wall in any manner which interferes with the equal use thereof by the Owner of the other utilizing Dwelling Unit. Nor, in connection with the reconstruction, repair or maintenance of a Dwelling Unit, shall the Owner thereof permit any joists, crossbeams, studs or other structural members used to encroach upon the Dwelling Unit of the other Owner whose Dwelling Unit utilizes such Party Wall. No openings shall be made through a Party Wall other than customary holes for nails, screws, anchors or other devices for hanging pictures or other accessories and which do not diminish the structural integrity of such Party Wall, its fire resistancy, or its sound-deadening quality.

(d) If any Party Wall is damaged or destroyed due to the act or omission of the Owner of a Dwelling Unit which utilizes such Party Wall, or the guest or other occupant or invitee of such Owner, such Owner shall forthwith proceed to rebuild or repair the same to a condition at least as good as that which obtained prior to such damage or destruction, without cost to the Owner of the adjoining Dwelling Unit which also utilizes such Party Wall.

(e) Any Party Wall damaged or destroyed by some event other than one resulting from an act or omission of the Owner of a Dwelling Unit which utilizes such Party Wall, or the guest or other occupant or invitee of such Owner, shall be rebuilt or repaired by the Owners of the two adjacent Dwelling Units which utilize such Party Wall to a condition at least as good as that which obtained prior to such damage or destruction at the joint expense of such Owners and as promptly as is reasonably possible; provided that the cost of repairing or rebuilding any portion thereof which is part of a Dwelling Unit Exterior shall be paid by the Association as a Community Expense to the extent not covered by insurance.

(f) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction of the type addressed by this Section to perform the necessary repair or rebuilding, the Board may cause such repair or rebuilding to be performed and the cost thereof charged in the manner provided for in Section 5.04.

(g) In the event of disagreement between the Owners of adjoining Dwelling Units as regards their respective Party Wall rights or obligations, upon the written request of either of said Owners to the other, with a copy to the Board, the matter shall be

adjudicated by the Board, whose decision with respect thereto shall be final and binding.

ARTICLE VI

EASEMENTS

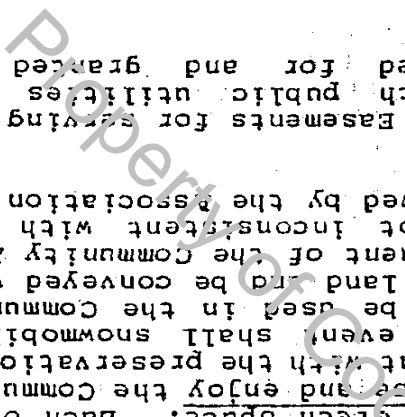
6.01. Easement for Ingress and Egress. Each owner shall have a non-exclusive perpetual easement for ingress to and egress from his Dwelling Unit to the public streets and roads over and across the Community Area, which easement shall run with the land, be appurtenant to and pass with the title to his or her Dwelling Unit. Such easement rights shall extend to and authorize utilization of such easement for ingress and egress purposes by any guests, agents, invitees and licensees of the Owner. The VILLAGES OF NORTHBROOK shall have a non-exclusive easement of access over, across and through the Community Area for governmental purposes. The Developer and its successors and assigns (including employees, agents and contractors) shall have a non-exclusive easement for ingress and egress over, across and through the Community Area for purposes of completing construction of the Development. The Association, its employees, agents and contractors shall have a non-exclusive easement of access over, across and through the Community Area for purposes related to the carrying out of its responsibilities as set forth in this Declaration, including the right to store equipment on the Community Area in connection therewith.

6.02. Storm Water Detention Easements. Perpetual easements for ingress and egress for maintenance of the storm water detention area is hereby granted to the Developer and its successors and assigns, the Association and for emergency, utility, enforcement and governmental service purposes, to the VILLAGES OF NORTHBROOK.

6.03. Easement with Respect to Green Space. Each owner shall have a non-exclusive easement to use and enjoy the Community Area for recreational purposes, consistent with the preservation of natural vegetation and trees. In no event shall snowmobiles, motorbikes or other motorized vehicles be used in the Community Area. Such easement shall run with the land and be conveyed with the title to each Dwelling Unit. Enjoyment of the Community Area shall be for any and all purposes not inconsistent with the provisions of this Declaration and allowed by the Association for the exclusive benefit of all owners.

6.04. Easements for Utilities. Easements for serving the Real Estate and other properties with public utilities and municipal services are hereby granted for and granted to

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municipal services are hereby granted for and granted to  
Real Estate and other properties with public utilities and  
6.04. Easements for Utilities. Easements for serving the  
the exclusive benefit of all owners.  
provisions of this Declaration and allowed by the Association for  
shall be for any and all purposes not inconsistent with the  
the title to each Dwelling Unit. Enjoyment of the Community Area  
Area. Such easement shall run with the land and be conveyed with  
motorbikes or other motorized vehicles be used in the Community  
natural vegetation and trees. In no event shall snowmobiles,  
Area for recreational purposes, consistent with the preservation of  
shall have a non-exclusive easement to use and enjoy the Community  
6.03. Easement with Respect to Green Space. Each owner  
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Commonwealth Edison Company, Northern Illinois Gas Company, Illinois Bell Telephone Company, the VILLAGE OF NORTHBROOK, ILLINOIS, and all other suppliers of utilities serving the Real Estate and their respective successors and assigns, jointly and severally, to install, lay, construct, renew, operate, maintain and remove, from time to time, conduits, cables, pipes, wire transformers, switching apparatus and other facilities and appurtenances used in connection with serving the Real Estate and adjacent property with telephone communications, electric, sewer, gas, water, drainage, cable television, and municipal services, upon, over and across the Real Estate as depicted on the Plat of Subdivision for the Real Estate approved by the VILLAGE OF NORTHBROOK.

6.05. Easements - Municipal Authorities. Police, fire, water, health, and other authorized officials, employees and vehicles of the VILLAGE OF NORTHBROOK shall have the right of and are hereby granted ingress and egress to the Real Estate, and any part thereof for performance of official duties and for the purpose of enforcing all Village ordinances and statutes of the State of Illinois. In addition, duly designated officials and employees of the VILLAGE OF NORTHBROOK and of other governmental bodies having jurisdiction over the Real Estate shall have and are hereby granted an easement to enter upon, on and over the Real Estate for the purposes of maintaining the storm water detention area, drainage systems, and enforcing the applicable ordinances, rules and regulations of the said Village and governmental bodies, and to correct or eliminate nuisances or violations resulting from the failure to exercise maintenance responsibilities by the Developer or its successors and assigns, an Owner or the Association.

6.06. Easements to Run with the Land. All easements and rights on or with respect to the Real Estate are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Developer and its successors and assigns, every Owner and his or her heirs, grantees, successors and assigns, the Association and the VILLAGE OF NORTHBROOK.

6.07. Creation of Easements. Reference to the easements and rights described in any part of this Declaration shall be sufficient to create such easements and rights and any subsequent conveyance of any Dwelling Unit shall be deemed to include such easements and rights as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such conveyance.

6.08. Non-Interference with Easements. The Association shall not interfere with or allow the interference with any

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easement as hereinabove set forth in this Article. Obstruction shall not be placed over any of said easements. The grade of the property over said easements shall not be altered in any manner so as to interfere with the proper operation and maintenance of the easement, but the same may be used for gardens, shrubs, landscaping and such other purposes that then and later do not unreasonably interfere with the use and right herein granted.

6.09. Easement Rights. The Developer, its successors and assigns, and any party for whose benefit easements are granted pursuant to the terms hereof, shall have the right to do whatever may be required for the enjoyment of the easement rights herein granted, including the right to clear said easement area of trees, shrubs, or any building, fence, structure or paving erected on or installed within the easement areas, and no charge, claim or demand may be made against such parties for any such activities in the exercise of such rights.

6.10. Additional Easements - Association Authority. The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with respect to any portions or all of the Community Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities and similar and related purposes. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Also, the Association shall have the right and power to dedicate any part or all of the roads or parking areas to the County, the Village or any municipality or other governmental authority which has jurisdiction over the Community Area. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Dwelling Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested by the Secretary of the Association and duly recorded.

6.11. Easement for Encroachment. In the event that by reason of the construction, repair, reconstruction, settlement or shifting of a Dwelling Unit any portion of such Dwelling Unit shall encroach upon any other Dwelling Unit or the Community Area, or in the event that for the reasons indicated any improvements to the Community Area shall encroach upon any Dwelling Unit, then in any such case there should be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof, provided, however, that in no event shall an easement for any encroachment be created

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FOR THE BOARD OF DIRECTORS OF THE DEVELOPER  
I, \_\_\_\_\_, Secretary of the Association, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the County of \_\_\_\_\_, State of \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_.

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in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such Owner or such Owner's agent.

## ARTICLE VII

### ASSESSMENTS, RESERVE FUND, REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

7.01. Purpose of Assessments. The assessments levied shall be exclusively for the purpose of defraying Community Expenses and accumulating reserves to defray any extraordinary Community Expenses.

7.02. Community Assessment. Each year on or before December 1, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year. Such budget shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;
- (b) The estimated amount, if any, required to maintain adequate reserves for extraordinary Community Expenses, including without limitation amounts required to maintain the Capital Reserve;
- (c) The estimated net excess funds, if any, from the current year's assessments;
- (d) The amount of the Community Assessment payable with respect to the ensuing year by the Owners, which amount is defined as the amount determined in (a) above plus the amount determined in (b) above minus the amount determined in (c) above;
- (e) That portion of the Community Assessment which shall be payable each month by the Owner of each Dwelling Unit which is subject to assessment hereunder, which shall be equal to one-twelfth (1/12) of the Community Assessment divided by twenty-three (23) (the number of Dwelling Units), the intent being that each Owner shall pay an equal Community Assessment.

Anything in this Section to the contrary notwithstanding, during the Initial Development Period the assessment procedure set forth in Section 7.09 shall apply and the budget provided for in this Section need not disclose the information called for in Subsection (e) above. The budget shall, however, indicate the portion of each



Owner's share of the Community Assessment which is intended to be added to the Capital Reserve.

7.03. Payment of Community Assessment. On or before the first day of January of the ensuing calendar year, and on or before the first day of each and every month until the effective date of the next annual or revised Community Assessment, each Owner of a Dwelling Unit shall pay to the Association, or as the Board may direct, that portion of the Community Assessment which is payable by an Owner of a Dwelling Unit under Section 7.02(e).

7.04. Report of Expenditures. On or before April first of each calendar year the Board shall supply to all Owners an itemized accounting of the Community Expenses actually incurred and paid with respect to the preceding calendar year together with a tabulation of the amounts collected by way of Community Assessment. Such accounting shall set forth overages or shortages as well as the amount of any reserves. The status of the Capital Reserve (with itemization and explanation of all receipts and disbursements) shall be simultaneously reported to the Owners.

7.05. Revised Assessment. If the Community Assessment proves inadequate for any reason (including the non-payment of any Owner's assessment) or proves to exceed funds reasonably needed, the Board may increase or decrease the assessment payable under Section 7.02(e) by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

7.06. Special Assessment. The Board may levy a special assessment as hereinafter provided: (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of the Owners, share and share alike. No special assessment shall be adopted without the affirmative vote of at least two-thirds (2/3) of the Voting Members who cast their votes on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

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7.07. Capital Reserve. The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Community Area and Dwelling Unit Exteriors (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Community Area, the Dwelling Unit Exteriors and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Community Area, the Dwelling Unit Exteriors and the purchase of other property to be used by the Association in connection with its duties hereunder. Each budget shall disclose the portion of the Community Assessment which is to be added to the Capital Reserve.

7.08. Initial Capital Contribution. Upon the closing of the first sale of a Dwelling Unit by the Developer to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to two (2) months' Community Assessment at the rate in effect with respect to the Dwelling Unit as of the closing. Said amount shall be held and used by the Association for its working capital needs.

7.09. Assessments During Initial Development Period. Anything herein to the contrary notwithstanding, until the Turnover Date (the "Initial Development Period"), the assessment procedure set forth in this Section shall apply.

(a) The Basic Assessment. The basic assessment ("Basic Assessment") shall be \$125.00 per Dwelling Unit per month.

(b) Cost of Living Increase. If, as of the first day of any month after this Declaration is Recorded, the level of the most recently published Cost of Living Index for All Urban Consumers - All items, U.S. city average (1967=100) as published from time to time by the Bureau of Labor Statistics (the "Index"), is greater than the level of the most recently published Index as of the date of the Recording of this Declaration which is 334.4 (the "Index Base Level"), then, at the option of the Board, the Basic Assessment until next adjusted, shall be equal to the Basic Assessment then in effect multiplied by a fraction, the numerator of which shall be the level of the most recently published Index and the denominator of which shall be the Index Base Level. If the Index shall cease being published, such other standard or index selected by the Developer, in its discretion, as shall most nearly approximate the measurements theretofore made by the Index shall be used as the Index hereunder, and the Index Base Level shall be adjusted accordingly.

(c) Application of Assessments. Each month each Owner (other than the Developer) shall pay as his monthly Community

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7.15. Lien for Charges Subordinated to Mortgages. The Lien for Charges, provided for in Section 7.12, shall be subordinate to the Mortgagee's mortgage on the Dwelling Unit if such mortgage was recorded prior to the date that any such Charge, become due. Except as hereinafter provided, the Lien for Charges, provided for in Section 7.12, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to a degree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the Lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with

7.14. Non-payment of Charges. Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the maximum legal general interest rate permitted by Illinois Law from the due date to the date when paid. The Association may (1) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action) and/or (ii) enforce and foreclose upon the Lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Dwelling Unit.

7.13. Collection of Charges. The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

in favor of and shall be enforceable by the Association. The Lien or personal obligation created under this Section shall be Units owned by Developer at the time that the payment becomes due. Under Section 7.09 shall be a continuing Lien against the Dwelling amounts which become payable from the Developer to the Association hereby agrees that during the Initial Development Period, any Dwelling Unit at the time when the Charge becomes due. Developer made and also shall be the personal obligation of the Owner of the continuing Lien upon the Dwelling Unit against which such Charge is costs of collection, if any, as hereinafter provided, shall be a Unit. Each Charge, together with interest thereon and reasonable charges made with respect to the Owner on the Owner's Dwelling deemed to covenant and hereby agrees to pay to the Association all expressed in any such deed or other conveyance) shall be and is acceptance of a deed therefor (whether or not it shall be so

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Assessment the amount determined under (a) and (b) above. The Association shall specify the portion, if any, of each such payment that is to be earmarked as a capital contribution under Section 7.02 to the Capital Reserve. The balance of each such payment shall be used by the Association to pay the Community Expenses.

(d) Developer's Obligation. During the Initial Development Period the Developer shall not be obligated to pay any amounts to the Association as a Community Assessment except as provided in this Subsection. The Developer shall pay to the Association the aggregate excess, if any, of the Community Expenses incurred and paid during the Initial Development Period over the aggregate amounts assessed to the Owners (other than Developer) for use by the Association for the payment of Community Expenses under Subsection (c) during the Initial Development Period. The Developer shall make such payments to the Association as needed during such period (but at least quarter-annually) and a final accounting shall be made between Developer and the Association within 120 days after the end of the Initial Development Period. The Developer shall not be responsible for the payment of any amounts to the Capital Reserve during the Initial Development Period.

7.10. Payment of Assessments. Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Dwelling Unit and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Sections 7.12, 7.13 and 7.14.

7.11. Maintenance of Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenses for which it is responsible, specifying and itemizing the maintenance and repair expenses as well as any other expenses incurred. Such records and vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times, during normal business hours, as may be requested by the Owner. The Board will cause each Owner to be notified of any expenditures of the Association with respect to which such Owner shall be entitled to take a deduction for income tax purposes and the amount of the deduction to which such owner is entitled. The Board shall also advise each Owner of the amount of any Capital Expenditures which affect the Owner's tax basis. Upon ten (10) days' notice to the Board and payment of a reasonable fee any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

7.12. Creation of Lien and Personal Obligation. The Developer hereby covenants, and each Owner of a Dwelling Unit by

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8.01. Developer Responsibility Prior to Association. Until such time as the Association is formed, the Developer may exercise any of the powers, rights, duties and functions of the Association and shall be responsible for all obligations and responsibilities of the Board hereunder.

8.02. Mortgagee Entitlement to Notices. Upon written request to the Board, any mortgagee shall be entitled to be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Dwelling Unit is subject to such mortgage or trust deed.

8.03. References to Declaration in Conveyances. Each Owner of a Dwelling Unit, by acceptance of a deed therefor or conveyance thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms, conditions and obligations contained herein, including but not limited to the imposition and foreclosure of liens, and that the VILLAGE OF NORTHBROOK, Illinois, acting through its authorized officials and agents, shall be entitled to enforce the covenants and other terms of this Declaration; and that the said Village or its duly authorized agents or representatives shall also have the right, in the event the Developer or Association shall fail to do so, and after giving five (5) days' notice to the Developer or Association, as the case may be, to enter upon the Real Estate or any part thereof to perform or cause to be performed such maintenance and rehabilitation work as may be necessary to the proper maintenance and operation of the Community Area; and that said Village shall have a lien for the costs of such enforcement action or work if such costs are not paid as hereinafter provided. In the event that the said Village shall undertake any enforcement action or perform or cause to be performed any work pursuant to this Section 8.03, it shall have the right without the further consent of the Developer, the Association, the Owners, or any individual Owner to charge against the Real Estate an amount sufficient to defray the entire cost of such action or work. If the amount so charged is not paid within thirty (30) days following a demand in writing by the Village for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Real Estate and the Village shall have the right to collect such charge, interest and costs and to enforce such lien in the same manner as provided herein for assessments and liens resulting from unpaid Charges. The VILLAGE OF NORTHBROOK shall be under no obligation to exercise the rights granted in this Section except as it shall determine to be in its best interest. No failure to exercise any right herein

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respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

7.16. Self-Help by Board. In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of this Declaration, the Bylaws, or rules or regulations of the Board, whenever such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Real Estate with respect to which the violation or breach exists to remove or rectify the violation or breach.

7.17. Other Remedies of the Board. In addition to or in conjunction with the remedies set forth above, enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted hereunder may be by proceeding at law or in equity by the Association against any person or persons violating or attempting to violate any such provision either to restrain such violation, require performance, recover sums due or payable, or recover damages, and/or against the land to enforce any lien created hereunder; and failure by the Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.18. Costs and Expenses. All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorney fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal general rate permitted by Illinois law until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for the same upon his or her Dwelling Unit as provided in Section 7.12.

7.19. Enforcement by Owners. Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

by this Declaration, and all rights, benefits and privileges of every character hereby created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants appurtenant, running with the land, and shall at all times be binding on and inure to the benefit of any person having at any time an interest or estate in the Real Estate or any Dwelling Unit. The foregoing shall obtain whether or not the deed of conveyance or other instrument (such as way of example, Articles of Agreement for Deed) through which such person claims an interest or estate, makes reference to this Declaration, in like manner as though the provisions of the Declaration were recited and stipulated in full on each such deed of conveyance or other instrument.

**8.08. Non-Enforcement of Covenants not a Waiver.** No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**8.09. Modification of Declaration.** The provisions of Article III, Article VII and this Section 8.08 may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against any Dwelling Unit. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board and the Owners of at least seventeen (17) Dwelling Units and containing an affidavit by an officer of the Association certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Dwelling Unit, no less than ten (10) days prior to the date of such affidavit. No change, modification or rescission of any provision of this Declaration shall be effective without the prior approval of the VILLAGE OF NORTHBROOK evidenced by a formal resolution duly adopted by the President and Board of Trustees and the recording of the aforementioned instrument in the Office of the Recorder of Deeds and/or Registrar of Titles of Cook County, Illinois. A new covenant, easement or restriction may be added to this Declaration without the prior approval of the VILLAGE OF NORTHBROOK, provided that:

- (a) Such additional covenant, easement or restriction does not modify, nullify, impair, rescind or in any way conflict with any of the existing covenants, easements, restrictions, terms or provisions of this Declaration; and

8.07. Appurtenance of Covenants. All restrictions, conditions, covenants, easements, reservations, liens and charges, as well as the jurisdiction, rights and powers created or reserved

of such deceased Owner is being administered. address appearing in the records of the courts wherein the estate delivered either personally or by mail to such party at his or its any devisee or personal representative of a deceased Owner may be given 8.06. Delivery of Notices. Notices required to be given

mailbox or at the door of his Dwelling Unit. thereof, or, if addressed to an Owner, when deposited in his delivered in person with written acknowledgment of the receipt when mailed by United States registered or certified mail or when the Board. Notices addressed as above shall be deemed delivered notice to him by giving written notice of his change of address for all Owners. Any Owner may also designate a different address for respectively, by giving written notice of such change of address to Cedar Lane, Northbrook, Illinois 60062. The Association or Board Northbrook, to the Village Manager, Village of Northbrook, 1225 appears on the records of the Association or to the Village of as the case may be, at such person's last known address as it then Board in care of the President of the Association, or to any Owner, Declaration shall be in writing, and shall be addressed to the 8.05. Notice Requirements. Notices provided for in this

offers, boards, commissions, attorneys, employees or agents, act or omission of the Village, its elected or appointed officials, the Village against any claims arising out of or from the negligent the Village. Nothing in this Section shall be deemed to indemnify out-of-pocket expenses such as attorneys and expert fees and the reasonable value of any services rendered by any employee of Owners, as the case may be, shall pay all expenses incurred by the Village in defending itself with regard to any claim, including successors or representatives. The Developer, Association or the Developer, Association or Owners, their respective assigns, "claims" arising out of or resulting from any acts or omissions of debt, damages or penalty (hereinafter collectively referred to as any injury, claim, demand, suit, judgment, execution, liability, officers, boards, commissions, attorneys, employees and agents from assigns, successors and representatives shall defend, indemnify and hold harmless the Village, its elected and appointed officials, Association and Owners, as the case may be, and their respective 8.04 Indemnification of Village. The Developer,

granted to the Village shall be construed as a waiver of that or any construed to constitute a dedication of any portion of the Real Estate to, or an acceptance thereof, by the VILLAGE OF NORTHBROOK.

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titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Dwelling Unit.

8.14. Interpretation of Declaration. In the event of any dispute or disagreements between any Owners relating to the Community Area, or any question of interpretation or application of the provisions of this Declaration, the determination thereof by the Board shall be binding and final as to each of said Owners. In the event of any dispute or disagreement between the Board and the VILLAGE OF NORTHBROOK relating to the Community Property, or any question of interpretation of or application of the provisions of this Declaration, the determination thereof by the VILLAGE OF NORTHBROOK shall be binding and final as to the Board.

8.15. Compliance with Ordinances. The Developer and each Owner shall be deemed to covenant and agree to abide by all applicable codes, regulations and ordinances of the VILLAGE OF NORTHBROOK including, without limitation, Ordinance No. 87-12 granting a special use for a planned residential development on the Real Estate.

8.16. Enforcement of Declaration. This Declaration and the various covenants and restrictions therein contained may be enforced by the Developer, the Association, by any Owner, and by any other person, including the VILLAGE OF NORTHBROOK, specifically authorized herein to enforce them or for whose benefit they are created. Enforcement of this Declaration and the various covenants and restrictions therein contained may be sought by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, to compel affirmative action or to recover damages, and against the land to enforce any lien created by this Declaration. All expenses incurred by any party so enforcing this Declaration, including court costs and attorney fees, shall be borne by the party against whom the enforcement proceedings are maintained.

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(b) Such additional covenant, easement or restriction has been approved in writing by the Owners of at least seventy percent (70%) of the number of Dwelling Units.

8.10. Invalidity of Covenant. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity or enforceability of the rest of this Declaration.

8.11. Unlawful Covenants. If any of the options, privileges or covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Governor of the State of Illinois, and the incumbent President of the United States.

8.12. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating an appropriate plan for the ownership, operation and maintenance of the Community Area and for the maintenance and renewal of Dwelling Unit Extensors.

8.13. Responsibility of Trust Beneficiaries. In the event title to any Dwelling Unit is conveyed to a land title-holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the Dwelling Unit under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens of indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Dwelling Unit. No claim shall be made against any such

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STATE OF ILLINOIS )  
: SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, President of LA SALLE NATIONAL BANK, a National Banking Corporation, and \_\_\_\_\_, Secretary of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as President and Secretary, respectively as aforesaid for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said bank, did affix the corporate seal of said bank to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said bank, as Secretary as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of July, 1987.

Thomas J. Callan  
Notary Public

STATE OF ILLINOIS )  
: SS.  
COUNTY OF COOK )

I, Wanda J. McLaughan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Norman J. Borden, President of MEWS DEVELOPMENT CORPORATION, an Illinois corporation, formerly known as Borden & Associates, Ltd., and Franklin J. Borden, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as President and Secretary, respectively as aforesaid, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said corporation, as Secretary as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of July, 1987.

Wanda J. McLaughan  
Notary Public

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Secretary

*[Signature]*

ATTEST:

President

*[Signature]*

BY:

MEMS DEVELOPMENT CORPORATION,  
an Illinois corporation, formerly  
known as BORDEN ASSOCIATES, LTD.  
Sole Beneficiary of Trust No. 11870

Secretary

*[Signature]*

ATTEST:

BY:

LA SALLE NATIONAL BANK,  
a National Banking Association,  
not individually but solely as  
Trustee under Trust Agreement  
dated December 15, 1986 and known  
as Trust No. 11870.

IN WITNESS WHEREOF, the said Developer has caused its  
corporate seal to be affixed hereunder and has caused its name to  
be signed to these presents by its President and attested to by its  
Secretary this 17th day of August, 1987.

Recordation of Declaration. This Declaration shall  
be recorded with the Recorder of Deeds of Cook County, Illinois,  
and all contracts and deeds of conveyance relating to the Real  
Estate or any part thereof shall be subject to the provisions of  
this Declaration.

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT  
DATED August 1987 UNDER TRUST NO. 11870

This instrument is executed by LaSALLE NATIONAL BANK, not personally  
but solely as Trustee, as aforesaid, in the exercise of the power and  
authority conferred upon and vested in it as such Trustee. All the  
terms, provisions, stipulations, covenants and conditions to be performed  
by LaSALLE NATIONAL BANK, are undertaken by it solely as Trustee, as  
aforesaid, and not individually and all statements herein made are  
made on information and belief, and are to be construed accordingly,  
and no personal liability shall be asserted or be enforceable against  
LaSALLE NATIONAL BANK by reason of any of the terms, provisions,  
stipulations, covenants and/or statements contained in this instrument.

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