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Village of Northbrook

By _____

→ Box 337

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated January 15, 1988, and known as Trust No. 104495-02 (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Village of Northbrook, County of Cook, State of Illinois (the "Property") which is more particularly described as:

Lots 1 through 9, both inclusive (each being hereinafter referred to as a "Lot"), in Sanders Estates, being a subdivision in the South half of the Northwest quarter of Section 6, Township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois, according to the Plat thereof recorded January 6, 1988, as Document No. 8900874;

Permanent Index No (prior to such subdivision): 04-06-103-011-0000

Commonly known (prior to the subdivision) as 205 Sanders Road, Northbrook, Illinois; and

WHEREAS, a portion of Lot 1 in the Property has been designated a storm water detention area and provisions for proper maintenance thereof and for other property must be established.

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

This Instrument Prepared By:
(and after recording mail to:)
William S. McDowell, Jr.
Hess, Kaplan and McDowell, Ltd.
180 North LaSalle Street
Chicago, Illinois 60601

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ARTICLE I DEFINITIONS

Section 1.1 "Association" shall mean and refer to Sanders Estates Homeowners Association, Inc., an Illinois not-for-profit corporation, its successors and assigns.

Section 1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3 "Maintenance Area" shall mean the real property to be maintained by the Association, described as follows:

That part of Lot 1 situated within the area designated on the aforesaid Plat of Subdivision for the Property as the "Storm Water and Drainage Detention Area";

and

The landscaped area within the center parkway of the cul-de-sac located at the north end of Estate Court.

Section 1.4 "Declarant" shall mean and refer to American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated January 15, 1988, and known as Trust No. 104495-02, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from a Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 2.1 Owners. Except for the Owner of Lot 1, no other Owner shall have any use or possessory right or easement of enjoyment in and to the Maintenance Area in said Lot 1.

Section 2.2 Association. The Association, its agents and employees, shall have the obligation and the right and easement to enter upon the Maintenance Area for the purposes specified in Section 4.2 hereof.

Section 2.3 Village of Northbrook. If the Association fails to maintain the Maintenance Area or otherwise breaches the terms and conditions created by this Declaration, the Village of Northbrook, its employees and agents, may, at its election, enter upon the Maintenance Area and perform such obligations in which event said Village of Northbrook, upon recording with the Cook County Recorder of Deeds a notice thereof, shall have liens against the Property for failure to meet its obligations hereunder, which liens shall be enforceable by any proceeding at law or in equity in the amount of any such monies expended by the Village of Northbrook in connection with performing the obligations

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Property of Cook County Clerk's Office

hereunder with interest thereon at the maximum legal rate until paid plus costs of suit and reasonable attorneys' fees.

Section 2.4 Declarant. Declarant, its agents and employees, shall have the right and license to enter upon the Maintenance Area, either prior or subsequent to its conveyance thereof, for the purpose of constructing or maintaining such improvements thereto and thereon required by the Village of Northbrook or other governmental agencies.

Section 2.5 Covenant. Without first obtaining the express written consent of the Village of Northbrook, which consent the Village of Northbrook shall not be obligated to grant, the Owner of Lot 1 and the Association hereby covenant and agree that there shall not be any obstruction, alteration or modification of the established drainage pattern from, on or over the Maintenance Area, nor shall there in any way be any modification of any drainage swale devices and facilities now or hereafter installed thereon.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2 The Association shall have two classes of voting membership:

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

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the first to occur of any of the following:

- (a) the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) the resignation of Declarant from Class B membership; or
- (c) December 31, 1991.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each and every Lot hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges,

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and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge and a continuing lien upon each Lot against which each such assessment is made upon the recording of a Certificate of Non-Payment of Assessments in the office of the Recorder of Deeds of Cook County, Illinois. Each such assessment, together with interest, costs, reasonable attorney's fees and the costs of collection as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Assessments shall be collected and paid in periodic installments as determined by the Board of Directors of the Association.

Section 4.2 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the operation, preservation, maintenance and replacement of the mechanical, electrical, and drainage equipment installed within the Maintenance Area (but not the landscaping thereof which shall remain the obligation of the Owner of Lot 1, as specified in the covenants set forth in the aforesaid plat of subdivision for the Property) for the maintaining and preservation of the landscaped area within the center parkway of the cul-de-sac located at the north end of Estate Court, and also for the conduct of the general affairs of the Association.

Section 4.3 Levy of Annual Assessments. The Board of Directors of the Association shall levy annual assessments on each Lot, subject to the limitations hereinafter provided:

(a) The Class B members shall pay all of the expenses of the Association until the Class B membership shall cease as provided in Section 3.2.

(b) From and after the first day of the month immediately following the cessation of the Class B membership, the Assessment for the balance of the calendar year, and for the following year ("Maximum Annual Assessment"), shall be fixed by the Board of Directors.

(c) From and after January 1 of the second full year following the cessation of the Class B membership, the Maximum Annual Assessment may be increased each year not more than ten percent (10%) above the previous year's Maximum Annual Assessment (excluding any special assessments) for the previous year without a vote of the membership.

(d) From and after January 1 of the second full year following the cessation of Class B membership, the Maximum Annual Assessment (excluding any special assessments) may be increased above ten percent (10%) of the previous year's Maximum Annual Assessment by a vote of two-thirds (2/3) of the members who are voting, in person or by proxy, at a meeting duly called for that purpose.

(e) Special assessments shall require the approval by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 4.5 Notice and Quorum for Any Action Authorized Under Section 4.3. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6 Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots and shall be collected on such periodic basis as the Association's Board of Directors determines, but not more frequently than quarterly.

Section 4.7 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the cessation of Class B Membership. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, but the failure to do so shall not affect the validity thereof. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 4.8 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or the highest contract rate of interest permitted under Illinois law, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same, to enforce the lien against the Property, or avail itself of any other competent proceeding, including maintaining an action for possession against such defaulting Owner for the benefit of all the other Owners in the manner prescribed by the Illinois Code of Civil Procedure and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment, the cost of recording any Certificates of Sale, payment of assessments, costs of the action as well as reasonable attorney's fees fixed by the Court. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 4.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.1 Duties and Powers of the Association. In addition to the duties and powers inherently charged to and possessed by the Association as an Illinois not-for-profit corporation, the Association shall have only the following duties and powers:

- (a) Collect, and enforce collection of, all assessments described in Article IV.
- (b) Grant easements where necessary for public utilities over the Maintenance Area to serve both such Maintenance Area and the Lots.
- (c) Maintain such policy or policies of insurance in sufficient amounts to protect the interests of the Association, its members, officers and directors and the Owner of Lot 1.
- (d) Contract with independent contractors, and others, if the same shall be deemed necessary by the Board of Directors, to perform and effectuate all or any of the duties and powers of the Association.
- (e) Obtain and pay for the services specified in Section 4.2 for which assessments are authorized.
- (f) Comply with all ordinances and regulations of the Village of Northbrook, this Declaration, and the By-laws of the Association.

Section 5.2 Enforcement. The Association, any Owner, or the Village of Northbrook, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, any Owner or the Village of Northbrook to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5.4 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Provided written consent therefor is first obtained from the Village of Northbrook, which consent the Village of Northbrook shall not be obligated to grant, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded with the Cook County Recorder of Deeds.

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Section 5.5 Exculpation of Trustee. This Declaration is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee, as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by Trustee 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 Trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 16th day of November, 1988.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee as aforesaid

Attest:

By: [Signature]
Its: ASSISTANT SECRETARY

By: [Signature]
Its: Second Vice President

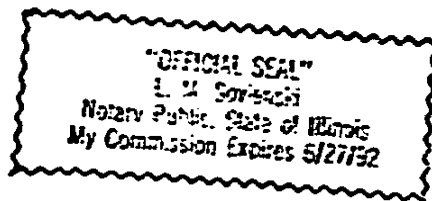
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, L. M. SOVIENSKI, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Peter H. Johansen, Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, and MICHAEL WERLYN, ASSISTANT SECRETARY of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said bank as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

American National Bank and Trust Company of Chicago
GIVEN under my hand and Notarial Seal this NOV 16 1988 day of November, 1988.

(SEAL)

[Signature]
Notary Public



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