

DECLARATION OF COVENANTS, CONDITIONS

AND

RESTRICTIONS OF BROOKWOOD ESTATES

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72-00-380 Z (2)

THIS DECLARATION is made as of January 1, 1989 by THOMAS R. PUCKELWARTZ and LYNN PUCKELWARTZ, his wife (Declarant).

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in the Village of Arlington Heights, County of Cook, State of Illinois, which is legally described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as Development Area) and

WHEREAS, the Declarant now proposes to develop the Development Area as a community of single family homes.

WHEREAS, the Declarant will convey the said property in the Development Area subject to certain protective covenants, conditions, restrictions, reservations and changes as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of the Development Area shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of each real property. These easements, covenants, restrictions and conditions will run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the Development Area or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Development Area" shall mean, refer to, and include the original tract to be developed by the Declarant as a community of single family homes and such other additions from the total area described on Exhibit A.

Section 2. "Lot" for the purpose of this Declaration shall mean and refer to a platted Lot in the Development Area, or any portion thereof and upon which individual homes are constructed.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a lot which is a part of the Development Area and also including without limitation on the generality thereof, contract sellers but excluding those having an interest in such lot or part thereof merely as a security for the performance of an obligation.

Section 4. "Declarant" shall mean and refer to THOMAS R. PUCKELWARTZ and LYNN PUCKELWARTZ, his wife, and their successors and assigns except those successors defined herein as owners.

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ARTICLE II

Building and Use Restrictions

Section 1. No owner shall make any exterior architectural change or additions to a structure without approval of Declarant.

Section 2. The Development Area is hereby restricted to a detached single family residential community. No subsequent buildings or structures other than single family homes shall be built on any lot or part thereof. No building or structure of a temporary or permanent character including; without limitation on the generality thereof, trailer, basement, tent, shack, garage, barn, dog house or other outbuilding shall be placed or erected on any lot or part thereon adjoining or as an addition to any structure at any time or be used for residential purposes either temporarily or permanently without the approval of Declarant.

Section 3. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or part thereof, or in any structure erected thereof, except dogs, cats, or other customary and usual household pets kept for other than commercial purposes.

Section 4. No objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any lot nor shall any lot or portion thereof be used in any way for any purpose which may endanger the health or unreasonably disturb the residents of the community. No commercial activities of any kind whatever shall be conducted outside of any home or in any garage. The foregoing restrictions shall not apply to the commercial or sales activities or the signs and billboards, if any, of the Declarant or its agents during the construction and sales period.

As part of the overall program of development of the property into a residential community, and to encourage the marketing thereof the Declarant shall have the right of use of the common areas during the sales and construction period to aid in its marketing activities.

Section 5. All clotheslines, equipment, and storage piles except woodpiles shall not be kept outside any home. All rubbish, trash, and garbage shall be regularly removed from any lot and the structure thereon and shall not be allowed to accumulate thereon, or become unsightly, or a nuisance. No garbage cans may be placed at any time on the exterior of the home. Nothing shall be affixed to the exterior walls chimney or roof of any home.

Section 6. Maintenance or repair of vehicles shall not be allowed to take place outside of the garages.

Section 7. Free standing radio/television antennae shall not be allowed nor shall earth stations, satellite dishes or the like be constructed, erected or maintained on any lot.

Section 8. Above ground or partially above ground swimming pools, excepting, therefrom those less than 18" in height, shall not be permitted on any lot.

Section 9. No fencing of any kind, other than that approved or installed by Declarant, shall be erected on the property. Exceptions hereto shall include (a) fencing approved by Declarant; (b) fencing required around in ground swimming pools as required by State law; (c) dog-run fencing not to exceed a maximum height of four (4) feet and total length (all sides) of fifty (50) feet constructed of material approved by Declarant.

Section 10. No boats, motor homes, trailers or commercial vehicles of any kind shall be parked, stored or maintained on any lot or part thereof without the approval of Declarant.

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ARTICLE III

General Provisions

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

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

Section 3. Notices. Any notice required to be sent any Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Cook County Recorder of Deeds.

Section 4. Personal Liability. This Declaration is executed by the exercise of the power and authority conferred upon and vested in it as such Trustee. All the covenants and conditions to be performed hereunder by the Trustees are undertaken by it solely as Trustee as aforesaid and no personal liability shall be asserted or enforceable against the Trustee by reason of any of the provisions contained in this Declaration.

DATED this 1st day of January, 1989.

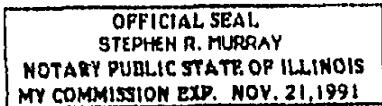
Thomas R. Puckelwartz
THOMAS R. PUCKELWARTZ

Lynn Puckelwartz
LYNN PUCKELWARTZ

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS R. PUCKELWARTZ and LYNN PUCKELWARTZ, his wife, are personally known to me to be the same persons who names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal this 1st day of January, 1989.



Stephen R. Murray
Notary Public

This instrument prepared by Stephan R. Murray, 555 East Golf Road, Arlington Heights, Illinois 60005

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EXHIBIT A

Lat 28 in

Brookwood Estates being a Subdivision of the South Half (S $\frac{1}{2}$) of the North East Quarter (NE $\frac{1}{4}$) of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

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Lat 28 Brookwood Dr.

are. Hts. 6004

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