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July 24, 1998

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS OF
LAKEVIEW OF BARRINGTON

THIS DECLARATION is made this 20th day of August 1998, Harris Bank of Barrington, N.A., as Trustee under Trust Number 114433 (the "Declarant").

Trust Agreement
Dated June 11, 1998
AND KNOWN AS

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of a certain parcel of real estate in the County of Cook, State of Illinois, and legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant and Developer (hereinafter defined) desire to develop a single family residential development on the Property, known as Lakeview of Barrington (the "Development"); and

WHEREAS, Declarant is desirous of submitting the Property, in whole, to the provisions of this Declaration; and

NOW, THEREFORE, Declarant hereby declare that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions, reservations and easements (sometimes hereinafter collectively referred to as the "Declaration") hereinafter set forth.

ARTICLE I

Declaration Purposes

Section 1. General Purposes. The Declarant is the owner of the Property located in Cook County, Illinois, and desires to create thereon a single family residential community development for future owners of lots and homes to be created upon the Property.

(a) The Declarant desires to provide upon the Property, through its planning and layout, the harmonious development of a single-family community by the imposition of the covenants and restrictions, as hereinafter set forth, for the benefit of the Property and the Owners, as hereinafter defined, thereof.

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A & B recorded by Plat No. 390572-1
from cdp 1022 996, 1147509 & 1485963

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(b) The Declarant, by the imposition of covenants and restrictions and the reservation of certain powers unto itself, does intend to provide for the Property a plan for development which is intended to enhance and to protect the values of Declarant's single-family residential community ("Lakeview").

(c) The Declaration desires to protect the owners of the Lots, as hereinafter defined, against such improper use of surrounding Lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to ensure adequate and reasonable development of the Property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvement; and, in general, to provide for the highest and best type and quality of improvement for the maintenance of the desired character of the area and to benefit the Owners thereof.

Section 2. Declaration. To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns hereby declares that the Property, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions herein set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each Lot becoming subject to this Declaration in favor of each and all other such Lots; to create privity of contract and estate between the grantees of such Lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such Lots becoming subject to this Declaration, and the respective Owners of such Lots, present and future.

ARTICLE II

Definitions

Section 1. The following words and terms, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Lakeview Homeowner's Association, an Illinois not-for-profit corporation, its successors and assigns.

(b) "Board" shall mean and refer to the Board of Directors of the Association as constituted from time to time.

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(c) "By-Laws" shall mean the By-Laws of the Association, as amended from time to time.

(d) "Common Areas" shall mean all real property owned, to be owned or maintained by the Association for the common use and enjoyment of all members of the Association and such uses thereto by way of easement or other grant from the Declarant, the Association or others as may be granted to or by the Association for the common use and enjoyment of the Owners. Common Areas to be initially conveyed to and owned by the Association shall include those areas so designated as Common Areas on the Plat of Subdivision, including the detention or retention areas indicated as Outlets on the Plat of Subdivision.

(e) "Declarant" shall mean and refer to HARRIS BANK OF BARRINGTON, N.A. as TRUSTEE UNDER TRUST NUMBER 114433 and its successors and assigns, whether such succession or assignment applies to all or any part of the Property. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or a portion of the rights of Declarant provided herein if designated as such by Declarant in any instrument recorded for such purposes.

(f) "Developer" shall mean and refer to Lakeview Development of Barrington, Inc. as well as refer to the Declarant.

(g) "Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a Single Family, as hereinafter defined. Dwelling shall include any Structure attached or adjacent to the dwelling utilized for storage of personal property, tools and equipment.

(h) "Lot" shall mean each part of the Property, the size and dimension of which shall be established by the legal description in the Lot Deed conveying such Lot. A Lot may also be established by Declarant pursuant to the Subdivision Plat or by an instrument in writing executed, acknowledged and recorded by Declarant which designates a part of the Property as a Lot for the purposes of the Declaration. Initially, and until and unless the configurations or number of Lots (or any of them) are changed in either of the foregoing manners, the Lots shall be deemed to be the seventy-nine (79) lots depicted on the Preliminary Plat of Subdivision approved by the Village dated January 11, 1998, as amended from time to time.

(i) "Lot Deed" shall mean the Deed of Declarant conveying a Lot to an Owner.

(j) "Member" shall mean and refer to every person or entity who holds membership in the Association.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Developer to the extent of the number of Lots owned by Declarant and also includes the interest of Developer or of Declarant as contract seller of any Lot.

(l) "Property" shall mean and refer to the real estate legally described in Exhibit "A" attached hereto and made a part hereof.

(m) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three (3) persons not all so related, maintaining a common household in a Dwelling.

(n) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.

(o) "Subdivision Plat" shall mean the plat of subdivision of Lakeview of Barrington, as recorded in the Office of the Recorder of Deeds of Cook County, Illinois and which may include one or more phases or units thereof.

(p) "Village" shall mean the Village of Barrington, Cook County, Illinois.

ARTICLE III

Restrictions Governing Improvements

Section 1. Improvements Generally. No structure, landscaping or other improvement shall be commenced or allowed on any portion of the Property unless it complies with the provisions of this Article III and the provisions of Article V.

Section 2. Permitted Structures. Except as may be limited by ordinance or other pertinent regulations of the Village, there shall at no time be constructed or maintained on any one Lot any structures, either permanent or temporary, other than (a) one

Dwelling, and (b) such temporary structures or facilities as may be necessary for the construction of the above improvements (it being expressly understood that such temporary structures or facilities shall be removed promptly upon the completion of the construction of the improvements for which their maintenance on the Lot was required).

No building, breezeway or garage shall be erected or maintained nearer such lot lines than the permitted building line as shown on the Plat of Subdivision. The provisions of this section shall not be construed to prohibit Declarant from maintaining any sales offices or trailers, parking areas, sales facilities, signs and construction trailers, structures and facilities on any portion of the Property, which right is expressly reserved by Declarant.

ARTICLE IV

Control of Improvements

Section 1. Architectural Control. Notwithstanding that it may comply with the foregoing restrictions, no dwelling house of any type shall be erected, placed or permitted to remain, and no exterior alteration of any of the foregoing costing more than ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS shall be made to any such dwelling house of any type, and no above or below ground swimming pool of any kind shall be constructed or maintained on any lot, and no fence or wall or free-standing tower or antenna of any kind shall be constructed or placed or altered on any lot, until and unless: (1) the plans and specifications for the same have been drawn showing the nature, kind, shape, size, architectural design, materials, location, proposed landscaping thereof and approximate cost; and (2) such plans and specifications shall have been submitted to and approved in writing by the Developer, or its successors and assigns. In the event that such plans and specifications have not been approved or disapproved in writing by the Developer, its successors, or assigns, within thirty (30) days after the submission of such plans and specifications, or in the event the Developer is not in existence and its successors or assigns cannot be determined, then such plans and specifications shall be submitted to and approved or disapproved by the Board of Directors of the homeowner's association. With the exception of fences, all plans and specifications referred to above shall be drawn by a licensed architect. In any event, no dwelling unit on Lots 28 through 38 shall be permitted to have or be converted to have a walkout basement.

Section 2. Time for Review of Revised Plans and Specifications. If Developer shall disapprove any part of the Plans and Specifications submitted as aforesaid, the Owner shall revise its Plans and Specifications to incorporate such changes and shall deliver three (3) complete sets of revised Plans and Specifications to Developer and Developer shall thereafter have thirty (30) days within which to review such revised Plans and Specifications to

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determine the Owner's compliance with Developer's requested changes. Should Developer fail to advise the Owner in writing of whether or not such revised Plans and Specifications are in compliance with the suggested changes within the thirty (30) day period, then Developer's approval shall be conclusively presumed to have been granted.

Section 3. Changes in Approved Plans and Specifications. The Owner shall secure the approval of Developer with respect to any material change or revision in approved Plans and Specifications in the manner provided in this Article for the approval of Plans and Specifications.

Section 4. Approvals - Responsibilities. Neither Developer, nor its agents, employees, successors and assigns shall be liable in damages or otherwise to any Owner or to any other person submitting Plans and Specifications to any one or more of them by reason of the withholding of consent or by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any Plans and Specifications. Every person who submits Plans and Specifications to Developer, for approval as herein provided, agrees by submission of such Plans and Specifications, and every Owner or person claiming by or through an Owner agrees by acquiring title to any part of the Property or any interest in the Property, that it will not bring any action or suit against Developer or its agents, employees, successors or assigns to recover any such damages.

No residence may be constructed on a lot if its exterior architectural design and materials substantially duplicates a residence then constructed or which is the subject of application for a building permit and which is or will be located on an adjoining lot, excluding rear lots, or directly across the street from the location of the proposed residence.

No building shall be erected or maintained on any lot unless it be a residence designed and equipped for occupancy by a single family, provided that after completion of any such residence, accessory buildings otherwise permitted by this Declaration may be erected and maintained as appurtenances of and attachments to such residence provided such structures are permitted by and comply with all applicable Village ordinances.

For the purposes hereof, the lot line adjoining any street shall be the "front line". At time of issuance of a building permit for corner lots, the permanent address will be determined on the building permit, and this permanent address shall determine the front yard of each such corner lot for purposes of application of all other ordinances of the Village. No building, breezeway or garage shall be erected or maintained nearer such front lot lines than the permitted building line as shown on the Plat of Subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to the front line of the lot than the permitted building line or, in the case of corner lots, no nearer than the wall of the residence facing the lot line.

Following the construction of each single family dwelling, all equipment used in subsequent clearing, excavation or construction, not rubber-tired, shall only be loaded or unloaded within the boundary lines of such lot. No private vehicles owned by a member of the household of any lot owner shall be regularly parked on the streets or roadways, but shall be kept on the driveway of the lot or in the private garage, it being the intention to prevent obstruction of the streets by such parking thereon.

The Village shall not issue building permits for Lots 18 through 23 and 55 through 59, unless and until Developer posts a letter of credit or makes a cash contribution to the general corporate fund of the Village, in an amount determined by the Village Manager, to be used to improve and upgrade the portion of Hillside Avenue directly adjacent to the property. When Developer has paid such amount or posted such letter of credit, the Village will issue to Developer, upon request, a letter that said prohibition on building permits on Lots 18 through 23 and 55 through 59 is no longer in effect.

Each covenant and restriction set forth herein shall be for the benefit of all lot owners as well as for the benefit of the Village.

If any owner of any lot, or any resident, or any other person, shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for any other person or persons owning any real property situated in said subdivision or the Village, or both, to prosecute any proceedings at law or in equity against such parties, their heirs or assigns, to enforce these covenants or restrictions and either to prevent such person or persons from so doing, or to recover damages for such violation, or both.

ARTICLE V

General Restrictions

Section 1. Land Use - Single-Family Residential. No more than seventy-nine (79) Lots will be permitted on the Property. All Lots, with the exception of the outlots for the detention and retention areas, shall be used only for single-family residences. No Dwelling shall be erected or maintained on any lot in the Property unless such Dwelling has space for living purposes equal to at least 2,750 square feet, exclusive of porches, garages and basements. No dwelling shall be erected or maintained on any lot in the Property unless said dwelling has space for living purposes, exclusive of porches, garages and basements, in accordance with R-6 zoning.

Section 2. Standards for Construction. All Structures shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village and, in the case of Developer's approval pursuant to Article IV above, the approved Plans and Specifications. If, and to the extent there is any conflict between this Declaration and the provisions of any ordinances, codes, rules

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and regulations of the Village, then such conflict shall be resolved by the application of the more stringent provision as between this Declaration and such ordinances, codes, rules and regulations of the Village.

Section 3. Nuisances. No noxious or offensive activity or trade shall be carried on, in or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seeds or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot. No building shall be erected or maintained on any Lot for manufacturing, industrial or business purposes, excepting a temporary sales office as specified by the Village of Barrington Special Use Ordinance for the Lakeview Residential Planned Development.

Section 4. Temporary Structures. No temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar structure shall, except as otherwise herein provided, be located upon the Lots.

Section 5. Lot Appearance. No person shall accumulate on a Lot junked vehicles, litter, refuse or other unsightly materials. Trucks, boats, recreational vehicles or trailers shall at all times be parked in the garage of the Dwelling. Garbage shall not be stored outside. Vacant Lots shall not be used for the purpose of gardening and/or raising crops thereon.

Section 6. Maintenance of Drainage and Detention and Retention Areas. Any portion of any lot which is designated as a drainage or Village easement on the Plat shall be kept free of obstructions to drainage, including without limitation shrubbery, fencing and other structures unless approved by the Village Manager. Unless otherwise specifically directed by the Village, the respective lot owners shall be responsible for the control of erosion within those portions of any such easements, which are part of their respective premises. In the event a lot owner fails to fulfill such responsibilities, the Village may, but shall not be obligated to do so, and the costs thereof may be recorded as a lien on the title to said lot, which may be foreclosed by court action initiated by the Village and in addition, the Village may bring an action at law against the owner or owners of record of such lot.

Sump pump drainage from individual residential structures located adjacent to the detention areas may be connected directly into the detention area. Sump pump drainage from residential structures not connected directly into the detention area shall be connected directly into adjacent storm sewers.

Storm water control facilities shall be improved so as to provide adequate water retention capacity for a 100 year storm and such facilities shall be in general conformity with the preliminary engineering plans-storm water management plans and specifications,

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prepared by Gewalt-Hamilton Associates, Inc. and revised December 3, 1989, and attached hereto and made part hereof as Exhibit B2, and also in conformity with final engineering plans prepared in accordance therewith, which final engineering shall be submitted to and approved in writing in advance by the Village Manager. Said Exhibit B2 was based on the Property being developed as 81 lots, for which preliminary engineering is substantially the same. Final engineering plans shall reflect only 79 lots on the Property.

Section 7. Vehicle Repair. The repair or body work on any motorized vehicle shall not be permitted except within the confines of the garage.

Section 8. Fences. There shall be no erection of fencing of any kind other than fencing to be constructed around any swimming pool as required by Village ordinance.

Section 9. Construction Equipment and Parking. Subsequent to the construction of a Dwelling and sale of the Lot by the Developer, all equipment used in subsequent clearing, excavation or construction, not rubber-tired, shall only be loaded or unloaded within the boundary lines of each Lot. No truck or commercial vehicle shall be permitted upon any Lot except when such truck or commercial vehicle is actually delivering or unloading personal property to and from the premises and except any truck or commercial vehicle which is restricted to the interior confines of the private garage. No private vehicles shall be continuously parked on the streets or roadways, but shall be kept on the driveway of the Lot or in the private garage, it being the intention to prevent obstruction of the streets by continuous parking thereon.

Section 10. Other Prohibited Matters. No animals other than inoffensive common domestic household pets such as dogs and cats shall be kept on any Lot and no Lot shall be used for the keeping of any bees or fowl. The breeding or keeping of dogs or cats or other animals for sale or profit is expressly prohibited. The operation of "ham" or other amateur radio stations or the erection of any communication antennae or similar devices also prohibited.

Section 11. Miscellaneous Controls.

- a) Metallic flagpoles are prohibited. Nonmetallic flagpoles less than 25 feet in height are permitted.
- b) Trees, shrubs and other vegetation may not be planted on corner lots in a manner which will obstruct the vision of a vehicle approaching within 25 feet of the intersection.
- c) Awnings or canopies may not project more than three feet from the building and may only be placed in the rear yards.

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- d) Open air laundry facilities are prohibited.
- e) Exterior television and radio antenna are prohibited. The installation of satellite dishes will be subject to Village ordinance.
- f) Above-ground swimming pools are prohibited.
- g) Dog runs and kennels are prohibited.
- h) Each Owner shall provide for parking of at least two (2) automobiles in garages equipped with garage doors. All automobiles owned or used by the Owners and family members other than temporary guests and visitors shall be parked in garages to the extent that the garage space is available and the garages shall not be used for storage or, otherwise, so that they become unavailable for parking cars therein. The Association shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot.
- i) The lowest opening of any exterior window, door sill or drain in the perimeter walls of any residential structure shall be located at an elevation which is not less than 2.5 feet above the 100 year base flood elevation for the entire property which elevation is 846.35 feet. This specific elevation should be provided to the Director of Public Works for his review and approval.
- j) Each of the allowed single dwelling units shall be limited to a maximum height of thirty-five (35) feet. Said height shall be measured from the highest point of the ground immediately adjacent to the structure to the highest point of any object attached to the structure including, but not limited to, any chimney, or any television, radio or other electromagnetic wave transmission antenna.
- k) No building shall be erected or maintained on any lot except a building designed as a dwelling house and equipped for occupancy as a private residence by a single family. After completion of any such dwelling house, accessory buildings may be erected and maintained as appurtenances of and attachments to such dwelling house provided that such structures are permitted by, and in accordance

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with, applicable Village of Barrington ("Village") ordinances. No more than one such dwelling house shall be permitted on any lot. All garages shall be attached to the residences.

- l) No attached or detached sheds, storage buildings (other than garages), or tents, and no other detached temporary or permanent structures other than one single family residence shall be erected on any part of any lot.
- m) No lot shall be divided or subdivided and no part less than the whole thereof may be conveyed except to the owner of contiguous property, and after any such division of a lot, the portion not conveyed shall not thereafter be used for a single family dwelling. Any portion so conveyed to a contiguous owner shall be an enlargement of the lot of such contiguous owner and such expanded lot shall thereafter be used as only one building site.
- n) No portion of any lot for which a building permit has been issued may thereafter be conveyed to a contiguous owner, unless such permit is revoked or withdrawn, and after the conveyance of any part of a lot to such contiguous owner, no building permit shall be issued for the remainder of such reduced lot.
- o) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and in an inconspicuous place.
- p) No building shall be erected or maintained on any lots for manufacturing, industrial or business purposes, excepting the use of one lot for a temporary sales office as specified by the Residential Use Ordinance of the Village for the LakeView Planned Development.
- q) No lot shall be used for the stabling or keeping of any horses, cattle, swine, goats, sheep, bees or fowl.
- r) No owner of any lot shall cause or permit any truck, commercial vehicle, trailer, mobile home, camper, vans, snowmobiles, recreational vehicles, boat or horse carrier, or similar vehicles to be parked or stored on any lot, except when fully

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enclosed within a garage located on such lot, and further excepting a period not to exceed twelve (12) hours within a thirty (30) day period and then for the sole purpose of loading or unloading such vehicle.

ARTICLE VI

Lakeview Homeowners' Association

Section 1. Creation and Purposes. Prior to the execution of this document, a Homeowner's Association (the "Homeowner's Association") has been created as an Illinois not-for-profit corporation, requiring that all property owners be members and pay dues and assessments of the Homeowner's Association.

Unless otherwise specifically directed by the Village Manager of the Village, the Homeowner's Association shall be responsible for control of erosion and the maintenance of the entrance monument and signage, and landscaping, including but not limited to the maintaining and mowing of grass and the cutting of weeds, within those portions of the dedicated right-of-way along Hillside Avenue and Northwest Highway adjacent to the development. Prior approval from the Village Manager must be obtained before making any alterations or changes of a permanent nature in such areas. In the event the Homeowner's Association fails to fulfill said responsibilities, the Village may, but shall not be obligated to, do so, and the costs thereof may be recorded as a lien on equal shares on the title to all the lots within the development, which may be foreclosed by court action initiated by the Village and in addition, the Village may bring an action at law against the owner or owners of records of such lots.

Section 2. Board of Directors and Officers. The Association shall have a Board of not less than five (5) directors who shall be elected by the Members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the corporate charter or By-Laws.

The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly otherwise provided by the charter or By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board and its officers under the direction of the Board, and shall not be subject to any requirement or approval on the part of its Members. The corporate charter and By-Laws of the Association may include such added provisions for the protection and indemnification of its officers and directors as shall be permissible

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by law. The directors and officers of the Association shall not be liable to the Owners or others for any mistake of judgment or any acts or omissions made in good faith as such directors or officers. The Owners shall indemnify and hold harmless each of such directors or officers against all contractual liability arising out of contracts made by such directors or officers on behalf of the Owners of the Association, unless any such contracts shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Owner arising out of any such contract made by the Board or officers or out of the aforesaid indemnity in favor of the directors or officers to the extent not covered by insurance, shall be limited to such Owner's proportionate share of the total liability.

Section 3. Membership and Voting.

(a) Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including a contract seller, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligations. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or its successors in interest, if any, owns one or more Lots.

(b) From and after the time that the Developer has relinquished its authority to appoint the directors as hereinabove provided, each Member shall be entitled to one (1) vote on each matter submitted to a vote of Members for each Lot owned by him or it, provided, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. When more than one person holds such interest in any Lot, all such persons shall be Members.

Section 4. Powers and Duties of the Association.

The Association, through the Board, shall have the following powers and duties:

(a) Own, maintain and otherwise manage the Common Areas and all facilities, improvements and landscaping thereon and all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain the detention and retention areas as shown on the Plat of Subdivision.

(b) Maintain the fence and screening shrubbery which shall be located within the landscaping easement as provided in the landscaping site plan dated the 17th day of October, 1989. In the event the Association fails to fulfill such responsibilities, the Village may, but shall not be obligated to do so, and the costs

thereof may be recorded as a lien on the title to all Lots, which may be foreclosed by court action initiated by the Village and in addition, the Village may bring an action at law against the Owner or Owners of record of such Lots. The Association shall have the right of ingress and egress upon said landscape easements for purposes of maintaining the landscaping and improvements contained therein.

(c) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association after such appointment.

(d) Establish and maintain a working capital and contingency fund in an amount to be determined by the Board.

(e) Maintain all drainage areas and facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the Village in the event that one or more Owners fail to do so.

(f) Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, lighting and all other improvements located at the entranceway to the Property.

(g) At its option, mow, care for and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the Board to keep any vacant and unimproved property and parkways in the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant.

(h) Make such improvements to the Association property and provide such other facilities and services as may be authorized by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its charter and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Property a highly desirable residential community.

(i) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the voting members by the Articles of Incorporation, the Declaration or By-Laws.

Section 5. Maintenance Assessments.

(a) Developer shall collect, from each initial purchaser of a Lot at the closing of the sale of such Lot, the sum equal to two (2) months of the then current monthly assessment being assessed to the Members at the time the property is transferred to the Owner as a "Contingency and Replacement Reserve" for the Association to be

utilized for repair and replacement of capital improvements made or to be made on the Common Areas. After the Turnover Date, the Developer shall assign to the Association all proceeds of the Contingency and Replacement Reserve to be applied by the Association for the purposes set forth in the preceding sentence. The Declarant and Developer shall have no right to utilize any of such funds prior to the Turnover Date. All of the above apply to, but not limited to, the fencing and screening shrubbery as described in Section 5(b) herein.

(b) Each Owner, by acceptance of a deed or other conveyance from the Declarant, its successors or assigns, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected as hereinafter provided in this Declaration, together with the By-Laws of the Association. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Notwithstanding the foregoing, Declarant shall be obligated to pay its share of assessments only for purposes of the maintenance, repair, replacement, upkeep and insurance of the common Area and for no other purpose. The portion of the assessments to be utilized for other expenses and purposes shall be allocated equally among all Owners other than Declarant.

(c) The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas. Such uses shall include, but are not limited to, the cost of the Association of all taxes, insurance, repair, replacement and maintenance and other charges required by the Declaration or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, replacements, taxes, and other charges as specified herein.

(d) In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of the any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, if any.

(e) Both annual and special assessments must be fixed at an equal amount for all Lots. Annual assessments shall be collected, in advance, on a yearly basis.

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(f) The annual assessments provided for herein shall commence for all Lots then subject to assessment hereunder on the first day of the month following the Turnover Date. The Board shall fix the amount of the annual assessment of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Any Lot conveyed by Declarant to a third-party purchaser after the commencement of the obligation to pay assessments shall be payable as follows: The Owner shall pay to Declarant (for delivery to the Association) the pro rata amount of the annual assessment due for the portion of such year following the closing. The Association shall, upon demand, at any time furnish a certificate, in writing, signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein. The Contingency and Replacement reserve is not refundable.

(g) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate allowed by law or eighteen percent (18%), whichever is less, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. To the extent permitted by any decision or statute now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Each Owner, by such Owner's acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens. In addition, if any Owner shall default in the payment when same shall be due of the aforesaid charges or assessments and default shall continue for thirty (30) days after notice to the Owner by the Board, setting forth the amount of unpaid charges or assessments together with a demand for payment thereof, the Board shall have the right to declare the default a Forcible Detainer of the Dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the Lot and the Dwelling from the defaulting Owner, to put out the Owner, or any occupant or tenant claiming by, through or under the Owner, using such reasonable force as the Board shall deem necessary under the circumstances and to exercise any of the rights and remedies set forth in the Forcible Entry and Detainer provisions of the Illinois Revised Statutes, as may be amended.

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(h) The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter

placed on the Lots prior to the effective dates of such liens. In the event of the issuance of a deed, pursuant to the foreclosure of such prior mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien herein provided which may accrue prior to the recording of such deed.

(i) The Association shall be obligated to pay and discharge all general and special real estate taxes and assessments levied by any public authority with respect to the Common Areas applicable for the period commencing with the Turnover Date.

(j) The regular yearly assessment shall be determined by the affirmative vote of two-thirds (2/3) of the Board of the Association.

Section 5. Insurance. The Board shall also 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 limits as it shall deem desirable, and workman's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance with Section 6 of this Article. The Association shall be further responsible for maintaining such policies of insurance for the Common Areas against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem prudent. Upon request, the Board shall furnish the Village copies of certificates of insurance or other adequate evidence of such insurance as the Association is required or authorized to maintain by the provisions hereof.

Section 7. Interim Procedure.

(a) Until each of the various Lots shall have been conveyed by the Declarant to the first Owner thereof (or to such Owner's nominee), the Developer shall, with respect to each such unsold Lot, have all of the rights granted to the Owners.

(b) Until the Association shall have been organized and shall have assumed its duties and powers, the Developer shall have all the rights, powers, duties and obligations herein granted to or imposed upon by the Association and shall be authorized and empowered to take all such actions as the Board would have been authorized and empowered to take, if the Association had then been formed. Alternatively, until the initial meeting of the Members, the

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Developer may appoint the Board (as more fully provided in Section 3 of this Article) which shall have the same powers and authority as given to the Board generally.

(c) Until the Turnover Date, Developer shall have the obligation to maintain the Common Areas and all signs and monuments located thereon and shall pay all expenses and costs in connection with the common Areas, including, without limitation, the costs of improving and maintaining the Common Areas (and any signs or monuments located thereon) and real property taxes payable in connection with the common Areas. To the extent that any real property taxes payable after the Turnover Date are attributable to the period prior to the Turnover Date, Developer shall reimburse the Association, on a pro rata basis, for such real property taxes. Declarant shall, not later than the Turnover Date, convey that portion of the Common Areas not dedicated to the Village to the Association.

(d) Developer shall be entitled at all times to conduct sales of Lots from the Property and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, Common Areas and all other portions of the Property, excluding sold Lots, for such purposes until all Lots in the Property are sold. Developer may at all times utilize signage, lighting and establish sales offices and model homes as required to conduct its sales and marketing of the Development.

(e) The Declarant, its successors and assigns, shall retain legal title to the Common Areas until such time as the Association is capable of operating and maintaining same, and covenants that it will convey to the Association fee simple title to the Common Areas located on the Subject Property as provided for herein, subject to covenants, conditions and restrictions of record, public zoning laws, current real estate taxes, if any, which shall be prorated among the parties, utility easements granted or to be granted for sewer, water, gas, electricity or telephone and any other necessary utilities and public street dedication. If and when additions to the Common Areas are made, such additional Common Areas shall be conveyed to the Association, in fee simple title. Such fee simple title shall be free of all encumbrances and liens other than those noted herein. Title to the Common Areas and Facilities shall be conveyed to the Association no earlier or no later than the date when fifty-nine (59) lots in the Subject Property are sold and conveyed by Declarant to Owners.

The Declarant or its beneficiaries shall maintain and operate the Common Areas in the Subject Property and until the time title to the Common Areas is conveyed to the Association.

ARTICLE VII

General Provisions

Section 1. This Declaration shall be in full force and effect

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until March 1, 2010 and thereafter shall automatically extend for successive periods of ten (10) years unless changed, amended, or abrogated, in whole or in part, by a document executed by a majority of the owners of all lots subject to this Declaration as such owners appear of record at 9:00 a.m., February 28, 2010, which is filed for record with the Recorder of Deeds of Cook County, Illinois, within twenty-eight (28) days after said February 28, 2010, or by a document which is so executed by said majority as appearing of record at 9:00 a.m., on February 28 of each succeeding ten (10) years, beginning with February 28, 2020, which is filed for record with the Recorder of Deeds of Cook County twenty-eight (28) days thereafter. In addition, this Declaration may be changed, amended or abrogated at any other time by a document executed by the owners representing fifty (50) in number of all lots in the LakeView Subdivision of Barrington as appear of record at 9:00 a.m. on the date thirty (30) days prior to the date of recording of said amendment with the office of the Recorder of Deeds of Cook County, Illinois; provided, however, no change, amendment or abrogation shall be effective without the consent of the Village Manager.

In the event any February 28 referred to herein is a holiday or other day when the office of the Recorder of Deeds of Cook County, Illinois is not open to the public for business, determination of ownership shall be as of the close of business on the next previous date when such office was open to the public.

The exercise or failure to exercise, of any right of power of amendment herein granted shall not affect subsequent rights of amendment.

For the purpose of determining the majority referred to herein, each lot shall be considered as having one owner, regardless of the number of owners of record. Where there is more than one owner of record of any lot, the signatures of the majority of the owners of record shall be binding on all owners of record and shall constitute all necessary signatories for said lot. In the event two or more lots of record are owned by the same owner or owners, each lot shall be counted separately. Owners of record shall be the owner of the fee title and shall not include owners of easements or mortgages.

Section 2. Each grantee of Declarant by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of

obligation, and the rights described in this Section 3 or described in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Lot ownership as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 3. Developer, Village, Association and each Owner or Owners of any of the Property shall have the right, jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and restrictions above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot in the Property any structure which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after actual receipt of written notice of such violation from Declarant or the Association by the Owner of such Lot, then Developer, Village and Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Developer, Village, Association or such Owners to enforce any of the covenants herein set forth due to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

Section 4. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering any Lot ownership, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall be also deemed to include, until the Turnover Date, such amendment to this Declaration as Declarant elects to record at any time for any other purpose, so long as such amendment will not materially impair the rights or the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence or obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make,

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execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to any Lot.

Section 5. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

Section 6. In the event title to any Lot is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such 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 Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

Section 7. All articles and section headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration.

Section 8. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

Section 9. At any time or times Declarant may assign any or all of its rights conferred on it as set forth in this Declaration and upon its execution of any assignment by Declarant, it shall be relieved from any liability arising from the performance or non-performance of such rights or obligations.

Section 10. Each Owner of a Lot shall file the correct mailing address of such Owner with Declarant and shall notify Declarant promptly, in writing, of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration.

Section 11. The singular shall include the plural wherever the

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Declaration so requires, and the masculine, the feminine and neuter and vice versa.

IN WITNESS WHEREOF, Harris Bank of Barrington, N.A. has caused its corporate seal to be affixed hereunto and has caused its name to be signed to and attested by its proper officers as of the date and year first above mentioned.

Executes this instrument as a Trustee as aforesaid and is not to be held liable in his individual capacity in any way by reason of the same. Any recourse hereunder is to be had against the trust estate.

ATTEST:

Margaret W. Donnelly
Declarant HARRIS BANK OF BARRINGTON, N.A.
AS TRUSTEE UNDER TRUST NUMBER 114433
Margaret W. Donnelly, Land Trust Officer

John A. Michoney
JOHN A. MICHONEY, TRUST OFFICER

Subscribed and sworn to before me this 20th day of August, 1990.

Lou A. Hartlett
Notary Public

"OFFICIAL SEAL"
Lou A. Hartlett
Notary Public, State of Illinois
My Commission Expires January 4, 1992

State of Illinois)
County of Cook) SS

Harris Bank of Barrington, N.A., as Trustee under Trust Agreement dated June 11, 1990 and known as Trust Number 114433 is the official holder of title and that no other person has any right, title or interest in said land, and that it has caused the same to be surveyed and subdivided as indicated thereon for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the title thereon indicated.

Dated this 20th day of August, 1990.

Margaret W. Donnelly President
John A. Michoney Secretary
Margaret W. Donnelly, Land Trust Officer
JOHN A. MICHONEY, TRUST OFFICER

State of Illinois)
County of Cook) SS

I, Lou A. Hartlett, A Notary Public in and for the county and state aforesaid, do hereby certify that Margaret W. Donnelly, Land Trust Officer and John A. Michoney of Harris Bank of Barrington, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owner, appeared before me this day in person and acknowledged that they signed and delivered the annexed plat as their free and voluntary act and as the free and voluntary act of Harris Bank of Barrington, N.A. for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 20th day of August, 1990.

Lou A. Hartlett
Notary Public

"OFFICIAL SEAL"
Lou A. Hartlett
Notary Public, State of Illinois
My Commission Expires January 4, 1992

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SCHEDULE I

LEGAL DESCRIPTION

Lots 1 to 79 and Outlots A & B in Lakeview Subdivision, a subdivision in the Southwest Quarter of the Northwest Quarter of Section 6, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, as Filed in the Registrar of Deeds of Office on August 24 1990 as Document Number *3905721*

Permanent Index Numbers:

02-06-101-004
02-06-101-008

Addresses:

303 Eastern Avenue, Barrington, Illinois
311 Eastern Avenue, Barrington, Illinois



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Property of Cook County Clerk's Office

Handwritten: DEN, 11/10/98, 3906724, 11/10/98

COOK COUNTY CLERK
REGISTRAR OF TITLES
110 N. LAUREL ST. CHICAGO, IL 60602

3906724

IDENTIFIED NO.
3906724
Registrar of Titles
CAROL MOSELEY BRAUN
TICOR MOORE

TICOR TITLE INSURANCE
69 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602
7601

Handwritten: 2-98931