

Declaration of Covenants, Conditions and Restrictions For Brook Hills, P.U.D. Unit ____ Planned Unit Development

THIS DECLARATION, made on the date hereinafter set forth by Marquette National Bank as Trustee under Trust Agreement dated November 18, 1976, and known as Trust Number 7565, its successors and assigns in interest and hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain land in unincorporated Orland Township, County of Cook, State of Illinois ("Subject Property") which is more particularly described in Exhibit A attached hereto, which Subject Property (to be known as Brook Hills P.U.D. Unit ____) Declarant desires and intends to submit to the covenants, restrictions and conditions hereinafter set forth; and

WHEREAS, the Subject Property is a part of a tract of land, all owned by the Declarant, part or all of part of which may become subject to the covenants, conditions, and restrictions; said entire tract is known as Brook Hills Planned Unit Development and is legally described on Exhibit B which is attached hereto; and

WHEREAS, Declarant proposes to cause open space and site amenities as Declarant deems appropriate in subsequent phases of the development of Brook Hills Planned Unit Development to be subject to these covenants, conditions, easements, restrictions, charges and liens herein provided (hereinafter "Covenants") for the purpose of preserving and enhancing the value of said land and for the benefit and enjoyment of the persons residing thereon.

NOW, THEREFORE, Declarant hereby declares that the particular land described in Exhibit A and known as Brook Hills P.U.D. Unit ____, is and shall be held subject to the following covenants, which shall run with the land described in Exhibit A and shall be binding upon and shall inure to the benefit of all persons having right, title or interest therein (exclusive of any leasehold interest) or any part thereof and their respective heirs, legatees, personal representatives, successors, and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean the Declarant, the record owner, whether one or more persons or entities, of a fee simple title to any single family lot in Brook Hills P.U.D. Unit ____ as described on Exhibit A but excluding those having such interest merely as security for the performances of an obligation. An Owner shall include the legal title holder or its nominees of any lot but shall exclude such interest held exclusively by virtue of a leasehold interest. Owner shall also include the Declarant so long as it holds legal title to any lot.

Section 2. "Common Area" shall mean all common open space owned by the not-for-profit corporation for the common use and enjoyment of the Owners.

Section 3. "Site Amenities" shall mean the paths and trail system, the designed open space corridors, and other common open space, if any, and such other site amenities located in Brook Hills Planned Unit Development as may from time to time be added to these Covenants.

Section 4. "Single Family Lot" shall mean a single family lot as depicted on Exhibit A or which may from time to time be added to these covenants as part of Brook Hills Planned Unit Development.

* 3rd edition, May 1999. Original document for each of the seven (7) units of Brook Hills Planned Unit Development, recorded with the Cook County Recorders Office, in Chicago Illinois. Copies available upon written request. This document is for reference purposes only.

Section 5. "Declarant" shall mean Marquette National Bank as Trustee under Trust Agreement dated November 18, 1976 and known as Trust N. 7565 and its successors and assigns.

Section 6. "Subject Property" shall mean all of the property described on Exhibit A as single family lots and which may be added hereto from time to time as Additional Land pursuant to Article V hereof.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to any Common Area and Site Amenities which shall be appurtenant to and shall pass with title to every lot.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and Site Amenities to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 3. Reservation of Right of Dedication in Developer. Notwithstanding anything herein to the contrary, Developer shall have and maintain the absolute right to dedicate or cause to be dedicated to any local municipality or other public body any portion of the Common Area of Site Amenities hereafter made subject to these covenants.

Section 4. Limitation of Right. No Owner shall acquire title to such Common Area or Site Amenities by accretion, reliction, submergence or changing water levels, or by adverse possession.

ARTICLE III

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by Declarant, hereby covenants, and each Owner of any Lot by acceptance of deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant to pay its proportionate share of the cost of maintaining the Common Areas and Site Amenities including any special assessments that are necessary. Said assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when such assessment became due.

Section 2. Purpose of Assessments. The assessments levied shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement, preservation and maintenance of the Common Area and Site Amenities. Annual assessments are intended to be a lien against each unit.

Section 3. Annual Assessment. Each and every Owner of a Lot made subject to this Declaration shall be responsible for the payment of an annual assessment on said Lot as determined by the Board of Directors (as defined in Section 4 below). Notwithstanding anything contained herein to the contrary, only those Lots which have been first conveyed by Declarant to a third party are subject to assessment. The total assessment as determined by the Board of Directors shall be divided by the number of lots liable for the payment of assessments in determining the amount due by each Owner. At the option of the Declarant or Board of Directors the annual assessment may be paid in equal monthly installments.

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Section 4. Board of Directors. Within sixty (60) days after Declarant causes any Common Area or Site Amenities to be subject to these Covenants, Declarant shall cause an Illinois not-for-profit corporation to be formed

to which legal title to the Common Area and Site Amenities shall be conveyed. A Board of Directors of five (5) members shall be thereafter appointed by Declarant, which Directors shall control and maintain the Common Area and Site Amenities and determine the total annual assessment. Prior to the appointment of the Board of Directors by Declarant, responsibility for the control and maintenance of the Common Area and Site Amenities shall remain the exclusive responsibility and obligation of the Declarant or its designated agent.

Within sixty (60) days after conveyance of the last lot in Brook Hills Planned Unit Development to an Owner, other than the Declarant, or sooner as determined by the Declarant, a Board of Director of five (5) members shall be elected from amongst the owners to replace the appointed Board, which Board of Directors shall thereafter control and maintain the Common Area and Site Amenities and determine the total annual assessment. The Board of Directors shall have such further or additional authority as determined in the by-laws of said not-for-profit corporation.

Section 5. Special Assessments for Capitol Improvement. In addition to the annual assessments authorized above, the Declarant or the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of the Common Area or Site Amenities or the improvement thereon. In order to go into effect such special assessment shall obtain the approval of fifty-one percent (51%) of the votes of the Owners voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Board of Directors or Declarant may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Property. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Area or Site Amenities or abandonment of its Lots.

Section 7. Subordination of the Lien of Mortgage. The lien of the assessments provided 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 of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale. No sale or transfer shall relieve such Lot from liability for assessments thereafter becoming due or from lien thereof.

ARTICLE IV

DUTIES AND POWERS OF THE BOARD OF DIRECTORS

In addition to the duties and powers inherently charged and possessed by the Board of Directors under Illinois law as amended from time to time, the responsibilities and duties of the Board of Directors shall include but not be limited to the following over the Common Area and Site Amenities.

(A) Own, maintain, and otherwise manage all of the Common Areas, trees, shrubs, and other landscaping features are to be moved, raked, trimmed, cultivated and watered. Trails, paths and other private facilities if any, are to be kept in sightly condition.

(B) Grant easement where necessary for public utilities over the Common Area to serve both the Common Area and the Subject Property.

(C) Maintain such policy or policies of insurance as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interests of the Owners and the Board of Directors.

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(D) Employ a manager or other persons and contract with independent contractors, managing agents, collection agents, and others to perform and effectuate all or any part of the duties and powers of the Board of Directors with respect to the Common Area and Site Amenities to the extent permitted by law.

(E) Until such time as the Board of Directors is duly elected, all powers and duties enumerated above shall be exercised exclusively by the appointed Board of Directors, and prior to its appointment, by the Declarant.

(F) Within sixty (60) days after the appointment of the Board of Directors, the Board shall prepare an annual budget, which budget shall be approved or rejected by said Board of Directors at a meeting called for said purpose. The elected Board of Directors shall also be required to prepare an annual budget to be approved or rejected at a properly noticed meeting of the Owners. Copies of the proposed budget shall be provided to each Owner prior to such meeting.

(G) Adopt appropriate by-laws and provide copies to each Owner.

ARTICLE V

ADDITIONAL LAND

Declarant does hereby maintain the reserve the right to add to the provisions of theses Covenants any and all of the land legally described on Exhibit B, attached hereto and commonly known as Brook Hills Planned Unit Development ("Additional Land"). The addition of any or all of said Additional Land may be made by the Declarant amending this Declaration to provide for the addition of the said Additional Land. The Additional Land may be added in whatever manner as is deemed appropriate and in the best interest of the Declarant. Said Amendment shall take force and effect upon such amendment being placed of record with Cook County Recorder of Deeds.

ARTICLE VI

GENERAL PROVISION

Section 1. **Enforcement.** The Declarant, the Board of Directors, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all of these covenants. Failure by the Board of Directors or by any Owner to enforce any provisions herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 2. **Severability.** Invalidation of all or any portion of the Covenants, by legislation, judgment, or court order shall in no way affect any other provisions of these Covenants which shall remain in full force and effect.

Section 3. **Duration.** The Covenants shall run with and bind the land for a term of twenty (20) years after the date upon which these covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years upon the majority vote of the Board of Directors.

Section 4. **Amendments.** Declarant, or its successors I interest, may amend these Covenants at any time until the last Lot in Brook Hills Planned Unit Development is conveyed to a third party.

Section 5. **Trustee Exculpation.** This agreement is executed by Marquette National Bank not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Marquette National Bank possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Marquette National Bank personally to perform any covenant either expressed or implied herein contained.

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By: _____ (As Recorded)
Marquette National Bank, not
individually but as Trustee
under Trust Agreement dated
November 18, 1976 and known
as Trust No. 7565.

[illegible]

Given under my hand and notarial seal this (Date).

(As Recorded)

Notary Public

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EXHIBIT A

UNIT ONE

Lot ____ in Brook Hills P.U.D. Unit One, being a planned unit development in the southeast quarter of section 30, township 36 north, range 12, east of the third principal meridian in Cook County, Illinois. As per document #86-119024 dated March 27th, 1976.

UNIT TWO

Lot ____ in Brook Hills P.U.D. Unit Two, being a planned unit development in the south half of section 30, township 36 north, range 12, east of the third principal meridian in Cook County, Illinois. As per document #87-098713 dated February 19th, 1987.

UNIT THREE

Lot ____ in Brook Hills P.U.D. Unit Three, being a planned unit development in the south half of section 30, township 36 north, range 12, east of the third principal meridian and the north half of section 31 in Cook County, Illinois.

UNIT FOUR

Lot ____ in Brook Hills P.U.D. Unit Four, being a planned unit development in the south half of section 30, township 36 north, range 12, east of the third principal meridian in Cook County, Illinois.

UNIT FIVE

Lot ____ in Brook Hills P.U.D. Unit Five, being a planned unit development in the south half of section 30, township 36 north, range 12, east of the third principal meridian in Cook County, Illinois.

UNIT SIX

Lot ____ in Brook Hills P.U.D. Unit Six, being a planned unit development in the south half of section 30, township 36 north, range 12, east of the third principal meridian in Cook County, Illinois.

UNIT SEVEN

Lot ____ in Brook Hills P.U.D. Unit Three, being a planned unit development in sections 30 and 31, township 36 north, range 12, east of the third principal meridian in Cook County, Illinois. As per document # 91-483695 dated September 18th, 1991.

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EXHIBIT B

PARCEL I

The South East quarter of Section 30, Township 36 North, Range 12 East of the Third Principal Meridian (except that portion conveyed to the railroad) and also except that part described as follows: Commencing at a point on the North right of way line of the Southwest Highway also known as Route 6, 50 feet West of its intersection of center lines of said highway with Wolf Road, as indicated by a cross in the center of the road, thence North along and parallel to the West right of way line of Wolf Road 140 feet, thence in a Southwesterly direction 250 feet to a concrete marker 300 feet North right of way line of said Route 6, thence South and parallel with said Wolf Road 300 feet to a point on the North right of way line of said Route 6, thence North along the North right of way line of said Route 6 to the point of beginning; and also excepting the following described parcel: Beginning at a point of intersection of the West right of way line of Wolf Road with the North line of the South half of the aforesaid Section 30, thence West along the North line of the South half of Section 30 665.14 feet, thence South 330.85 feet thence East 665.14 feet to the Westerly right of way line of Wolf Road, thence North 330.85 feet to the point of beginning.

PARCEL II

A parcel of land in the South half of Section 30, Township 36 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the North West corner of the South East quarter of Section 30, thence West along the half section line 10.45 chains to a stake in the center of the hedge thereon, thence South along the hedge line to the South line of said Section 30, thence East along the Section line to the South West corner of said South East quarter of Section 30, 12.19 chains, thence North along the West line of said South East quarter of Section 30 40.2 chains to the point of beginning.

PARCEL III

The North half (except that part thereof conveyed to the railroad) of the following taken tract: The North East quarter and the east 50.97 acres of the North West quarter of Section 31, Township 36 North, Range 12 East of the Third Principal Meridian (Except the West 100 acres of said tract) all in Cook County.

Permanent Tax Numbers: 27-30-400-005, 27--31-2010001

Property Address: All these parcels are located at Wolf Road and Southwest Highway.

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