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D. A. WINSHIP JR Rm 1406



111 W. WASHINGTON ST
Chicago 60602 Ill.

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CARRIAGE WAY PROPERTY OWNERS ASSOCIATION DECLARATION

THIS DECLARATION, MADE THIS 24th DAY OF April
1964 BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER
TRUST AGREEMENT DATED THE 25th DAY OF May, 1956
AND KNOWN AS TRUST NUMBER 38387 (hereinafter sometimes called
the "DECLARANT") owner of the following described premises:

See Exhibits "A", "B", "C" and "D" attached here-
to and made a part hereof.

WHEREAS, the above described property is now being
developed by McCAUGHERTY & CO., INC., an Illinois corporation,
and being sold as residential, multi-family, light industrial,
office and research lots, and developing a cabana club on the
aforesaid premises, and

19 121 695

WHEREAS, said Developer, in order to provide said
premises with sanitary sewer facilities, has entered into an
agreement with the HINSDALE SANITARY DISTRICT, a municipal cor-
poration, which agreement provides that the Declarant bind all
property within the proposed development with certain covenants
running with the land, so that purchasers of said land will be
bound unto the said HINSDALE SANITARY DISTRICT in all matters
regarding sanitary sewers and sewage disposal to obey the
laws, ordinances, resolutions, rules and regulations of the
said HINSDALE SANITARY DISTRICT.

NOW, THEREFORE, in order to satisfy the requirements
of the HINSDALE SANITARY DISTRICT and to bind the premises

AND KNOWN BY RECORD NUMBER 38383 (RECORDS)
LEWIS COUNTY, ILLINOIS
TOWN OF CHICAGO, ILLINOIS WITH LANDS OWNED BY LEWIS COUNTY
COUNTY OF CHICAGO, ILLINOIS

herein described and the owners thereof to obey the laws, or-
dinances, resolutions, rules and regulations of the HINSDALE
SANITARY DISTRICT and to create a legal entity, which shall
have the right to contract with the HINSDALE SANITARY DISTRICT
regarding matters concerning sanitary sewer facilities and
sanitary sewer service, the Declarant does hereby subject the
above described property to the following declarations and
conditions:

I. DEFINITIONS

(1) The term "Association" shall mean the CARRIAGE WAY
PROPERTY OWNERS ASSOCIATION, a corporation organized not for
profit under the laws of the State of Illinois, whose members
shall consist of and be limited to the owners, from time to time,
of the real estate within the District as it exists from time
to time.

(2) The term "Owners" as used herein shall be synony-
mous with the word "members" and shall mean those persons or
corporations who may from time to time own lots within the Dis-
trict. An Owner shall be entitled to membership in the Asso-
ciation during the period in which he, she, or it owns proper-
ty within the District as it exists from time to time. For the
purposes of assessment and all other purposes not inconsistent
therewith, the owners in joint tenancy of any Lot shall be
deemed to constitute a single owner or member.

(3) The term "District" as used in this Declaration shall
mean, unless and until extended as hereinafter provided, all of
the premises above described. If or when other lands shall by

19 121 695

Declaration of other Declarants be added to those lands described, then the term "District" shall thereafter mean all lands which shall from time to time be subjected to the terms of this Declaration as hereinafter amended or modified or of similar Declarations.

(4) The term "improved property" as used herein, shall be deemed to mean any single lot or tract of land, under a single ownership and use, and on which a single family residence has been erected or is in the process of erection, or on which any other building not in violation of the restrictions then of record thereon is erected, or is in the process of erection thereon. Any single tract may consist of one or more than one contiguous lots or parts thereof.

(5) The term "vacant and unimproved lots" shall mean all lands or lots not included in the definition of "improved property", as hereinabove defined.

(6) The term "Public Authority" shall mean the Government of the United States of America, the State of Illinois, or any political subdivision thereof, including the HINSDALE SANITARY DISTRICT.

II. POWERS AND DUTIES OF THE ASSOCIATION

The Association shall have the following powers and duties, except where such powers are controlled or exercised and duties performed or restricted by Public Authority.

(1) To elect annually officers of the Association, which officers shall include a president, one or more vice presidents, treasurer and secretary, who shall hold office until their

19 121 695

successors are elected and qualified, to adopt a set of by-laws, to manage and control all public places and all improvements thereon.

(2) To be the sole judge of the qualifications of its members and of their rights to participate in its meetings and proceedings.

(3) To enforce, either in its own name or in the name of any owner within the District, any and all agreements entered into between the Association and the HINSDALE SANITARY DISTRICT either in the form as originally agreed or as subsequently modified by the parties; the expenses and costs of any such proceedings shall, however, be paid out of the general funds of the Association, as herein provided for.

(4) To obtain and exercise control over such easements as may be required from time to time for the maintenance of sanitary sewers serving the District.

(5) To acquire and own the title to such real estate as may be reasonably necessary, in order to carry out the purpose of the Association, and to pay taxes on such real estate as may be so used by it.

(6) To do all and everything necessary for the proper installation, maintenance and repair of the sanitary sewers and storm sewers installed in the aforesaid premises.

(7) To transfer, assign, set over unto and convey to any municipality all of the right, title and interest in and to all of the said sanitary and storm sewer facilities, and the easements therefor, and rights therein, or any part thereof.

19 121 695

at such time as required by the KINGSDALE SANITARY DISTRICT or the VILLAGE OF BURR RIDGE without receipt of compensation therefor.

(8) To assess and collect dues from the members of the Association for the purpose of creating a fund for accomplishing the purposes aforesaid.

(9) The above powers and duties of the Association shall be exercised by the Association in their sole discretion, in whole or in part, and the determination by the proper officers of the Association so to exercise or enforce any of the above powers and duties in accordance with the by-laws of the Association, shall be binding on all members, provided, however, that no owner of land shall be entitled to any of the benefits or improvements or services provided for by this Declaration or by the Association, unless his land shall have been subjected to the terms of this Agreement and to the assessments herein provided for.

(10) For the purpose of providing a general fund to enable the Association to perform its duties and to maintain the improvements herein provided for, all land within the boundaries of the District above provided, shall be subject to an annual improvement assessment to be paid annually, in advance, to the Association by the members of the Association, whose respective lots or parcels of land shall be deemed to be assessable land and shall constitute all of the lots in the District, except such lots as may lie under or in any public place. The amount of such assessment shall be determined, assessed, allocated and collected as follows:

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19 121 695

(a) For the calendar year 1964, it shall be the amount set forth and specified in the contract or deed of conveyance of each member of the Association.

(b) For the calendar year 1965 and for subsequent calendar years, as soon as reasonably possible after January first of each year, the officers of the Association shall submit to the members of the Association a budget setting forth anticipated expenditures of the Association for such calendar year. Not less than ten (10) days after delivery in person or by mail of such budget to each member of the Association, a meeting by notice shall be called for the members of the Association in order to approve, modify, increase or decrease such budget for such year. Any member may waive notice of such meeting. A majority of the members present at such meeting, shall have the power to approve any such budget for such year. Mailing of notice to the last known address by the Association, by depositing such notice, postage prepaid, in the United States Mail addressed to such member's last known address, shall be constituted as proper notice for all purposes.

(c) The meeting of the members for the purpose of approval of the budget for such year of the Association may be continued from time to time by vote of a majority of the members of the Association present, or in accordance with provisions of the by-laws of the Association.

(d) Upon approval of the budget of the Association,

19 121 635

the officers of the Association shall allocate an assessment to each member of the Association, determined on the basis of their land use and the amount of land owned by each such member.

(e) The assessment shall be payable on April First of each year. It will be the duty of the Association to notify all members whose addresses are listed with the Association at least ten (10) days before that date, giving the amount of the assessment, when due, and the amount of land in square feet owned by them. Failure of the Association to make the assessment prior to April First of each year, or to give ten (10) days' advance notice thereof, shall not invalidate any such assessment made for that particular year; nor shall the failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When any assessment is made subsequent to April First of any year, then it shall become due and payable not later than thirty (30) days from the date of levying of the assessment, provided that at least ten (10) days' advance notice prior to such due date as above provided shall be given to each member of the amount of his assessment, provided, however, that if such ten (10) days' advance notice shall not be given for such year's assessments, then the due date of such assessment shall be the tenth day after the mailing or giving of such notice of assessment.

19 121 695

(f) The assessment shall become a lien on the real estate of each member in the District, as soon as it is

due and payable as above set forth. In the event that any of the owners shall fail to pay the assessment on or before the thirtieth (30th) day following the due date of such assessment, then such assessment shall bear interest at the rate of seven per cent (7%) per annum from the due date of such assessment.

(g) When any member shall fail to pay the assessment on his land within thirty (30) days from the due date of such assessment for the fiscal year during which and for which the assessment is made, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on the real estate of such member by proceedings in any Court in Cook County, having jurisdiction for the enforcement of such lien. The Association may, at its discretion, file Certificates of Non-Payment of Assessments in the Office of the Recorder of Deeds of Cook County, Illinois, or the Office of the Registrar of Titles of Cook County, Illinois, whenever any such assessments are delinquent. The Association shall be entitled to collect from the owner or owners of the delinquent property, the fee for recording or filing of such a Certificate, which fee is also hereby declared to be a lien upon the real estate so described in said Certificates and shall be collectible in the same manner as the original assessment provided for herein and in addition to the interest and principal due thereon.

(h) Such lien for delinquent assessments shall continue

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for a period of five (5) years from the date of such assessment and no longer, unless within such time suit shall have been instituted for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment shall be consummated. It shall be the duty of the Association to bring suit to enforce such lien before the expiration thereof.

(11) The Association shall at no time expend more money within any one year, than the total amount of the assessment for that particular year, or any surplus which it may have on hand from previous assessments; in fixing this budget each year the Association shall take into account any surplus which it may have on hand from previous assessments. The Association shall have no power to enter into any contract whatever binding the assessment of any future year to pay for any expenses or obligations of the current year and no such contract shall be valid or enforceable against the Association, it being the intention that the assessment for each year shall be applied as far as practicable for the payment of the budget obligations of that year.

(12) The Declarant shall not be a member of the Association and shall at no time be liable for any assessment on any lands which it may own in such District; other Declarants may, from time to time, add such land to the District as it now or hereafter owned or approved for addition by it, provided that the land that is added to the District shall at all times be bound by all of the terms of this Declaration and any modifications thereof. However, any purchaser from, assignee of, or grantee

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of the Declarant shall be liable for such assessments.

(13) The Association may unite or combine with any Association similarly organized or organized for similar purposes and operating on a similar basis having jurisdiction of land contiguous to or in the vicinity of the District.

(14) The Association shall notify all owners of land in the District as it may exist from time to time, insofar as the address of such owners are listed with said Association, of the official address of said Association, as to what place and time regular meetings of the Association shall be held, designating the place, where payments shall be made and any other business in connection with said Association may be transacted, and in case of any change of such address, the Association shall notify all the owners of the land in the District insofar as their addresses are listed with the Association, of the change notifying them of its new address.

*Board Meeting
Member Meeting*

(15) Until the Association shall have received signed, written notice thereof, the Association shall not be bound to recognize any transfer of membership to a new member who shall be a purchaser of a lot in the District or to recognize any sale of a lot even though the deed to such purchaser has been duly recorded.

(16) By written consent of two-thirds of the members, evidenced by an agreement duly executed and acknowledged and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, the Association may be given such additional powers, or may have imposed on it such additional duties as may be desired by said members, or may otherwise amend this instrument, and the recital

19 121 695

in such agreement that it is executed by two-thirds of the members shall be binding and conclusive on all persons.

(17) Said Association shall at all times observe all of the State, County and other laws, and if at any time any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of the Declaration subject, however, to the limitations of its right to contract as is herein provided for.

III. HOW TERMINATED

This Declaration may be terminated and all of the lands now or hereafter affected may be released from all of the terms and provisions hereof by two-thirds of the members at the time it is proposed to terminate this Declaration by executing and acknowledging an appropriate termination agreement for that purpose, consented to by the HINSDALE SANITARY DISTRICT, and recording the same in the Recorder's Office of Cook County, Illinois, or by dissolution of the Association in accordance with the laws of the State of Illinois and the conveyance or dedication of the lands of the Association for public use.

IV. EASEMENTS AND COVENANTS

All of the provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon

the Declarant and its successors, assigns and grantees.

IN WITNESS WHEREOF, THE CHICAGO TITLE AND TRUST COMPANY,
AS TRUSTEE UNDER TRUST AGREEMENT DATED THE 25th DAY OF
May, 1956, AND KNOWN AS TRUST NO. 38387 AS TRUSTEE
AND NOT INDIVIDUALLY, has caused this instrument to be execut-
ed by its President and its corporate seal to be affixed and
attested by its Secretary the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY

By *Ronald A. Dana*
ASST. VICE President



ATTEST:

J. H. [Signature]
ASST. Secretary

MAIL

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RECORDS OF DEEDS
BOOK AND INSTRUMENTS
FILED FOR RECORD

John J. [Signature]

Proposed Single Family Zoning

That part of the S.W. 1/4 of Section 19, Township 33 North, Range 12, East of the Third Principal Meridian described as follows: Commencing at the S.W. corner of said section 19, thence North along the west line of said section 1261.42 feet for a place of beginning, thence East at right angles to the aforesaid west line of section 19, 785.0 feet, thence N 74-33-00" E 490.14 feet to a point of curve having a radius of 250 feet convex to the S.E., thence along the aforesaid curve 303.48 feet, thence N 5-00" E along a line tangent to the aforesaid curve 246.40 feet, thence N 58-30" E 307.73 feet, thence N 6-30" E 257.75 feet, thence N 16-41-27" E 300.20 feet to a point in the North line of the S.W. 1/4 of said section 19, 1860.77 feet westerly of the N.W. corner of said S.W. 1/4, thence westerly along the North line of said S.W. 1/4 1860.77 feet to the N.W. corner of said S.W. 1/4 of Section 19, thence South along the west line of the S.W. 1/4 of section 19, 1261.42 feet to the place of beginning, containing 49.9 acres more or less, all in Cook County, Illinois

19 121 635

EXHIBIT "A"

Proposed Cabana Club Zoning

That part of the S.W. $\frac{1}{4}$ of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian described as follows:
Commencing at the S.W. corner of said Section 19, thence North along the west line of said section 1261.42 feet, thence East at right angles to the aforesaid west line of section 19, 785.0 feet, thence N 74°-33'-06" E 490.14 feet to a point of curve having a radius of 250 feet convex to the S.E., thence along the aforesaid curve 203.12 feet for a place of beginning, thence continuing along the aforesaid curve 100.36 feet, thence N 5°-00' E along a line tangent to the aforesaid curve 296.40 feet, thence N 58°-30' E 307.73 feet, thence N 6°-30' E 257.75 feet, thence N 16°-41'-27" E 360.30 feet, to a point in the North line of the S.W. $\frac{1}{4}$ of said section 19 1860.77 feet East of the N.W. corner of said S.W. $\frac{1}{4}$; thence N 84°-38' E along the North line of the S.W. $\frac{1}{4}$ of section 19 177.0 feet, to a point in the East line of the W $\frac{3}{4}$ of the W $\frac{3}{4}$ of the B $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ of said section 19, thence S 00°-20' E along the aforesaid East line to a point 1100.0 feet North of the South line of said section 19 thence N 79°-04'-52" W 522.32 feet, thence N 7°-40'-07" W 254.87 feet, thence N 62°-00' W 100.0 feet to the place of beginning (except that part thereof taken for Toll Road according to Doc. No. _____) containing 14.4 acres more or less all in Cook County, Illinois.

19 121 695

EXHIBIT "D"

Proposed Multi-Family Zoning

That part of the S.W. $\frac{1}{4}$ of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian described as follows: Commencing at the S.W. corner of said Section 19, thence North along the west line of said section 1261.42 feet for a place of beginning, thence East at right angles to the aforesaid west line of section 19, 785.0 feet, thence N 74°-33'-06" E 490.14 feet to a point of curve having a radius of 250 feet convex to the S.E., thence along said curve 203.12 feet, thence S 62°-00' E along a radial line to the aforesaid curve 100.0 feet, thence S 07°-40'-07" E 254.87 feet, thence S 69°-30' W 570.0 feet, thence East 1000.0 feet to a point in the west line of the S.W. $\frac{1}{4}$ of said section 19 that is 1016.42 feet North of the S.W. corner of said section 19, thence North along the west line of said section 19 245.0 feet to the place of beginning, containing 9.3 acres more or less, all in Cook County, Illinois

19 121 635

EXHIBIT "C"

Proposed Light Industrial, Office, and Research Zoning

That part of the S.W. $\frac{1}{4}$ of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian described as follows:
Beginning at the S.W. corner of said section 19, thence North along the west line of said section 1016.42 feet, thence East at right angles to the aforesaid west line 1000.0 feet, thence N 69°-30' E 570 feet, thence S 79°-04'-52" E 522.32 feet to a point in the East line of the W $\frac{3}{4}$ of the W $\frac{3}{4}$ of the E $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ of said section 19, thence S 00°-20' E along the aforesaid East line 1100.0 feet to a point in the south line of said section 19, thence S 89°-31'-20" W along the south line of said section 19, 2053.23 feet to the place of beginning, containing 50.4 acres more or less, all in Cook County, Illinois

19 121 695

EXHIBIT "D"

END OF RECORDED DOCUMENT