

CONSOLIDATED, AMENDED & RESTATED DECLARATION

THIS CONSOLIDATED, AMENDED & RESTATED DECLARATION, made this 18th day of October, 2018 hereby amends and restates in its entirety that certain Declaration dated the 15th day of November, 1966, by R. KENNEDY DEVELOPMENT CO., an Illinois corporation (hereinafter sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real estate described in Article One of this Declaration, and desires to establish certain rights, easements, restrictions, covenants, liens and charges with respect thereto,

NOW, THEREFORE, the Declarant, as the owner of said real estate, **DECLARES AS FOLLOWS:**

ARTICLE ONE

As used in this Declaration, unless otherwise provided or unless the context otherwise requires:

1. "Charlemagne" means the following described real estate:

PARCEL 1: Charlemagne Unit One being a subdivision in Section 6, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: First Addition to Charlemagne Unit One, being a subdivision in Section 6, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3: That part of the South Half (1/2) of Section 6, Township 42 North, Range 12 East of the Third Principal Meridian, described as follows: Beginning at the Intersection of the West line of the East Half (1/2) of the Southeast Quarter (1/4) of Section 6 aforesaid with a line 382.50 feet North of and parallel with the South line of said Section 6; thence South along said West line of the East Half (1/2) of the Southeast Quarter (1/4) to the South Line of said Section 6; thence East along the South Line of Section 6, Two Hundred (200) feet; thence North parallel with the said West Line of the East Half (1/2) of the Southeast Quarter (1/4) of Section 6 to the South Line of the North Fifty (50) Rods of the South Half (1/2) of Section 6; thence West along the said South Line of the North Fifty (50) Rods of the South Half (1/2) of Section 6, to the center of the Chicago, Waukegan & Milwaukee Road; thence Southeasterly along the center of said Road to a point in the aforesaid line 382.5 feet North of the South Line of said Section 6; thence East along said line 382.5 feet North of and parallel to the South Line of said Section 6, to the place of beginning (excepting from said tract of land that part thereof lying South of a line described as follows: Commencing at the

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Intersection of a line 382.50 feet North of and parallel with the South line of said Section 6, with the center line of Chicago, Waukegan and Milwaukee Road; thence North along the center line of said road a distance of 268.36 feet to the point of beginning of the line herein being described; thence North 82°26'24" East, 205.75 feet; thence North 75°18'15" East, 60.23 feet; thence North 83°56'24" East, 131.87 feet; thence North 06°03'36" West, 151.0 feet; thence North 17°10'45" West, 103.77 feet; thence North 01°59'06" West, 208.98 feet; thence South 89°59'48" East, 385.0 feet; thence South 01°58'16" East, 383.90 feet; thence South 65°09'35" East, 90.22 feet; thence North 71°39'55" East, 48.92 feet; thence South 36°04'00" East, 97.31 feet; thence North 49°00'00" East, 315.0 feet; thence North 35°27'25" West, 90.0 feet; thence North 33°08'05" East, 38.62 feet; thence North 07°12'25" East, 140.83 feet; thence North 56°14'30" West, 221.39 feet; thence North 19°15'35" West, 109.27 feet; thence North 11°51'50" West, 113.81 feet; thence North 76°22'20" East, 120.0 feet; thence South 82°30'45" East, 63.12 feet; thence North 59°00'36" East, 138.77 feet; thence South 19°56'40" East, 144.10 feet; thence South 53°52'05" East, 119.35 feet; thence North 78°09'45" East, 77.90 feet; thence South 59°33'02" East, 136.63 feet; thence South 25°32'35" West, 95.0 feet; thence South 05°03'00" West, 109.88 feet; thence North 89°52'00" East, 129.12 feet; thence South 71°38'15" East, 63.04 feet; thence North 73°44'35" East, 169.45 feet; thence South 89°59'48" East, 359.83 feet; thence South 00°15'30" West, 105.0 feet; thence South 89°44'30" East, 134.0 feet; thence South 66°13'00" East, 65.44 feet; thence South 89°44'30" East, 138.0 feet, more or less, to a point on a line 200 feet East of and parallel with the West line of the East Half (1/2) of the Southeast Quarter (1/4) of said Section 6, said point being 1000.20 feet North of the South line of said Section 6.)

PARCEL 4: The East Forty (40) Acres of the North Forty-seven (47) Acres of the East half (1/2) of the South East Quarter (1/4) of Section 6, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

2. "Lot" means a parcel of land, within Charlemagne, occupied by or intended for occupancy by one dwelling and having frontage upon a street, and which is owned by a "Lot Owner" as defined below. Therefore, "lot" may or may not coincide with a lot of record.

3. "Lot Owner" means a person holding legal title of record to a lot within Charlemagne, provided, however, that (a) where title to a lot is in more than one person such co-owners together shall be considered a single Lot Owner and shall share jointly the rights (including voting rights), powers, obligations and responsibilities of a Lot Owner, (b) mere mortgagees and holders of liens and encumbrances shall not be considered Lot Owners, and (c) the Declarant, notwithstanding its ownership of one or more lots within Charlemagne, shall not be considered a Lot Owner.

4. "Association" means the corporation to be organized pursuant to Section 1 of Article Three of this Declaration.

5. "Board of Directors" means the board of directors, however designated, of the Association.

6. "Person" means any individual, firm, corporation, trustee or other entity capable of holding title to real estate.

ARTICLE TWO

Until such time as the Association has been incorporated and organized, the Declarant shall exercise the powers, rights, discretions, duties and functions of the Association and of its Board of Directors, including the power of assessment, as if such powers, rights, discretions, duties and functions were each specifically reserved to the Declarant under the terms hereof.

ARTICLE THREE

1. The Declarant shall cause to be organized at such time as the Declarant, in its sole discretion, determines, a corporation under the General Not For Profit Corporation Act of the State of Illinois. Such corporation shall be called "Charlemagne Homeowners Association", or a name similar thereto. Each Lot Owner shall automatically be a member of the Association during the period he owns a lot in Charlemagne. In addition, the Declarant shall be a member of the Association for a period of three years after the incorporation and organization of the Association, or until such earlier time as the Declarant shall voluntarily withdraw from membership in the Association.

2. The Articles of Incorporation and initial by-laws of the Association shall contain such terms and provisions not inconsistent with this Declaration as the Declarant, in its sole discretion, may determine, including, without limitation, any provision which the Declarant may choose to insert:

- (a) creating more than one class of members and designating the qualifications and rights of the members of each class;
- (b) limiting, enlarging or denying the right of any class or classes of members to vote; and
- (c) requiring that the affirmative vote of the Declarant shall be necessary for the adoption of any matter voted upon by the members;

provided, however, that no such provision shall remain effective beyond the period during which the Declarant is a member of the Association.

Unless provided otherwise by the Declarant in the Articles of Incorporation or initial by-laws, and in any event after the Declarant ceases to be a member of the Association:

- (a) each member shall be entitled to one vote on each matter submitted to a vote of members, and
- (b) unless a greater proportion is required by the Illinois General Not For Profit Corporation Act, the vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the members

ARTICLE FOUR

1. No building, fence, wall or other structure shall be erected, placed or altered by any Lot Owner on any lot in Charlemagne unless such action is in compliance with all rules and regulations of the Village of Northbrook. The preceding sentence shall not apply to interior alterations.

2. No Lot Owner shall make any change in the grade or drainage of any lot in Charlemagne, the effect of which is to cause damage from water to public lands or the property of any other Lot Owner, or Declarant, or which increases the risk of such damage. The determination of the Board of Directors of the Association that any such change is in violation of this Section 2 shall be conclusive and binding on all parties involved.

3. Any wall or fence installed by the Declarant or by the Association on land dedicated for public use at or in relation to a public entrance to Charlemagne shall comply with the ordinances and regulations, if any, of the Village of Northbrook and shall be maintained at all times in good repair and in a safe and sightly condition, or the same shall be removed, by and at the expense of Declarant until such time as the Association shall be incorporated and organized and, thereafter, by and at the expense of the Association.

4. In the event the Declarant installs a fence along any part or all of the boundary lines of Charlemagne, the segment of any such fence situated upon a lot shall be maintained at all times by the Lot Owner thereof in good repair and in a safe and sightly condition, all in conformity with the specifications, design and appearance of the balance of any such fence.

5. A gas-fueled or electric yard light shall be installed by Declarant in the front yard of each residence, located in compliance with the requirements, if any, of the Village of Northbrook, and at all times the Lot Owner shall keep the same illuminated and shall maintain the same in a safe, sightly and operable condition.

6. It is contemplated that all or part of the Charlemagne real estate described as "Lot A in Charlemagne Unit 4, being a subdivision in Section 6, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois" is to be conveyed to the Trustees of Schools, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, and their successors in office for the use and benefit of School District 27, Cook County, Illinois. Upon conveyance of all or part of the above described real estate to or for the use and benefit of School District 27, Cook County, Illinois, such real

estate so conveyed shall be excluded from the operation of this Declaration, including, but not limited to, any and all of the rights, restrictions, covenants, liens and charges therein provided.

ARTICLE FIVE

1. All lots in Charlemagne (except Lots owned by the Declarant) shall be subject to one or more assessments each calendar year, to be levied uniformly in equal amounts against each such lot, and collected in accordance with the following provisions:

(a) The amount of each assessment shall be determined by the Board of Directors of the Association, provided that the total assessments against each lot in any calendar year may not exceed (i) \$10 before the incorporation and organization of the Association, and (ii) \$125 thereafter with additional increases as approved by the Board of Directors; provided, that, the assessments shall not be increased by more than (x) 10% in any calendar year and (y) 25% during any consecutive 5 year period.

(b) Assessments shall be due and payable by each Lot Owner on or before thirty (30) days after receipt by the Lot Owner of written notice of the amount of his assessment. Assessments not paid on or before such due date shall bear interest thereafter at the rate of six percent (6%) per annum until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due.

(c) The unpaid portion of an assessment which is due, and interest thereon, shall become a lien on the lot against which the assessment is levied upon the filing of a Certificate of Non-Payment of Assessments in the Office of the Registrar of Titles of Cook County, Illinois. The fees and other costs incurred for filing such certificate shall be recoverable as delinquent assessments.

(d) The grantee from any Lot Owner shall be jointly and severally liable with such Lot Owner for all unpaid assessments and accrued interest due and payable at the time of conveyance without prejudice, however, to the rights of the grantee to recover from the grantor the amounts paid by the grantee thereof.

(e) The Association at its option may enforce collection of delinquent assessments by suit at law, by foreclosure of the liens securing the assessments, or by any other competent proceeding, in whichever event the Association shall be entitled to recover in the same proceeding the payments which are delinquent at the time of judgment or decree, together with interest thereon at the rate of six percent (6%) per annum and all costs incident to the collection and the proceeding, including, without limitation, reasonable attorneys' fees.

(f) Any such lien shall continue for a period of five (5) years from the date created and no longer, unless within such time a proceeding for the collection of the delinquent assessment shall have been commenced, in which case the lien shall continue until the termination of the proceeding and until collection or enforcement of the judgment or decree, if any, in such proceeding. The Association shall have no obligation to enforce such lien before the expiration thereof.

2. The funds collected by the Association as hereinabove provided may be used, in the Association's discretion, for any or all of the following purposes:

(a) The installation, upkeep, maintenance and replacement of any of the following situated in, upon and around cul-de-sacs, parkways, entrances, easements and public and community owned properties, within or immediately adjoining Charlemagne: walls, fences, trees, shrubs, flowers, grass, and other appropriate landscaping and improvements.

(b) To pay all costs and expenses of maintaining and enforcing the easements, restrictions and covenants established and reserved by this Declaration, any plat of subdivision, deed of conveyance or other instrument affecting lands in Charlemagne.

(c) To employ such attorneys and agents as are necessary to carry out the provisions of this Declaration.

(d) To pay the proper or necessary administrative expenses of the Association.

(e) For community building activities that are open to all Lot Owners.

ARTICLE SIX

Each grantee from the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to the provisions of this Declaration, and all such provisions shall run with the land and bind every owner of any interest therein, and all persons claiming under him, and inure to the benefit of such owner and persons in like manner, as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

ARTICLE SEVEN

1. The violation or breach of any provision of this Declaration, any plat of subdivision, or deed of conveyance or other instrument affecting lands in Charlemagne shall give the Association, in addition to other rights herein granted to it, the right, in its discretion, to (a) enter upon the land upon which such violation or breach exists and summarily abate, remove or correct at the expense of the Lot Owner, any structure, thing or condition that may exist thereon contrary to the provisions of such instrument, and the Association, and its agents, shall not thereby be deemed guilty of any manner of trespass, or (b) remedy the same by appropriate legal proceedings, at law or In equity, including, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof. The Village of Northbrook is intended to be benefited by the provisions of Section 3 of Article Four and may enforce compliance by Declarant or the Association by any appropriate means, including the foregoing.

2. In any proceeding arising because of an alleged default by a Lot Owner, the Association shall be entitled to recover the costs of such proceeding, including without limitation, reasonable attorneys' fees,

3. All rights, remedies and privileges granted to the Association pursuant to this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies; nor shall it preclude the Association from exercising such other and additional rights, remedies or privileges as may be granted to it by this Declaration or at law or in equity.

4. No restriction imposed hereby shall be abrogated or waived by any failure to enforce any provisions hereof, no matter how many violations or breaches may occur.

5. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

ARTICLE EIGHT

This Declaration may be amended from time to time, or terminated, in accordance with the following provisions:

1. Until such time as the Association is incorporated and organized, by an instrument executed and acknowledged by the Declarant.

2. Thereafter and while the Declarant is a member of the Association by an instrument executed and acknowledged by (a) the Declarant and (b) two-thirds (2/3rds) of the remaining members of the Association.

3. After the incorporation and organization of the Association and when the Declarant is not a member thereof, by an instrument executed and acknowledged by two-thirds (2/3rds) of the members of the Association.

4. Each such instrument shall be effective upon being filed with the Cook County Recorder of Deeds.

5. No amendment of Section 3 of Article Four shall be effective unless the signed consent of the Village of Northbrook shall appear thereon.

6. The following recitals in any such instrument shall be conclusive and binding on all persons: (a) That the Association has or has not been incorporated and organized; (b) that the Declarant is or is not a member of the Association; (c) that such instrument is executed and acknowledged by two-thirds (2/3rds) of the members of the Association entitled to sign such instrument; and (d) that the consent of the Village of Northbrook appearing on any amendment is both genuine and duly authorized.

ARTICLE NINE

This Declaration shall be binding upon and inure to the benefit of the successors and assigns of the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

I Diane Cooke, Secretary of the Association, hereby certify that the attached signatures represent the approval of at least 2/3rds of the members of the Association

Elaine Bykerk Glidden

BY *Elaine Bykerk Glidden*
President

Diane Cooke
Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Elaine Bykerk Glidden personally known to me to be the President of the Charlemagne Homeowners Association, and Diane Cooke personally known to me to be the Secretary of said Association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said Association, pursuant to authority, given by the Board of Directors of said Association as their free and voluntary act, and as the free and voluntary act and deed of said Association, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31st day of October, 2018.

Maureen Estrada
Notary Public

