

VILLAGE NOT A PARTY TO THESE RESTRICTIONS

DECLARATION OF RESTRICTIONS

Now, on this _____ day of _____, 196____, comes the Citizens Bank and Trust Company, Park Ridge, Illinois, as Trustee under the provisions of Trust Agreement dated July 18, 1961 and known as Trust No. 255, owner of Pickwick Place, a subdivision of part of the southeast quarter of the northeast quarter of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, Cook County, Illinois, and states that the following restrictions shall apply to the aforesaid property, or such parts thereof as are indicated by the particular restriction, for the period ending on December 31, 1988. After December 31, 1988, these restrictions shall remain in full force and effect for successive ten year periods until and unless, not less than 30 days prior to December 31, 1988 or 30 days prior to the expiration of any renewal period, an instrument has been registered in the office of the Registrar of Titles, Cook County, Illinois, executed by a majority of the owners of record of the property in the subdivision, whereby the signatories agree to amend or annul these restrictions.

1. These restrictions shall run with the land and be binding upon all present and future owners, their heirs, successors, assigns, executors, administrators and representatives. These restrictions may be enforced by any owner of property within said subdivision or by the Pickwick Place Association, Inc., a not-for-profit corporation of the State of Illinois.

This Declaration of Restrictions may be amended by a declaration of amendment executed by:

- (a) owners of record of 80% of Lots 1 through 31, inclusive, and
- (b) owners of record of 80% of Lots 32 through 42, inclusive.

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However, no amendment of paragraph two (2) of this Declaration of Restrictions shall be valid unless executed by William W. Brough or his assignees.

2. No building shall be erected, placed or substantially repaired until and unless the plans and specifications therefor have been submitted by the owner of the lot to William W. Brough and approved by him. Said William W. Brough shall have sole discretion as to approval of quality of workmanship, materials, harmony of design with existing structures, location with respect to topography and finished grade elevation. In the event of his failure to approve said plans and specifications within 30 days after submission to him, the owner of the lot may give notice of his election to submit to arbitration the question of whether said failure to approve is reasonable and said notice shall name one arbitrator; William W. Brough shall have the right to select a second arbitrator within 10 days and the two arbitrators shall select a third arbitrator within 5 days after the second arbitrator has accepted his appointment. The arbitrators shall render a written decision within 10 days after the acceptance of his appointment by the third arbitrator and the decision of the majority shall be binding.

3. Not more than one single family residence shall be erected or maintained on any one of Lots 1 through 31, inclusive.

4. There shall be no outside incinerators or outside burning of common household trash and paper.

5. No fences shall be erected and no hedges allowed to grow within ten feet of any lot line without the express consent of William W. Brough.

6. Owners and occupants of any lot or part thereof shall maintain and keep their premises in a neat and orderly fashion and shall not permit any nuisance to exist thereon.

7. No permanent or semi-permanent poles shall be erected for a purpose of holding or supporting clothes lines and clothes lines

shall be permitted only when actually in use. Regular and repeated drying of clothes outdoors shall be prohibited; provided, nothing herein shall prohibit the occasional drying or airing of clothing, sheets, linen, blankets and similar items.

8. Construction of any building must be completed within nine (9) months from the time that excavation for the building begins; provided, however, that in the event of destruction by fire or other casualty during construction to the extent of 25% or more of the construction then completed, the nine (9) month period again shall begin from the date of such destruction or damage. In the event of the failure to complete construction of any building within said nine (9) month period, William W. Brough shall have the right to complete the building, and shall have a lien on the property for the cost of completion and for all direct and indirect expenses related to said completion, and the right to foreclose said lien and to rent or otherwise use and have possession of the premises until fully paid.

9. Each residence on Lots 1 through 31, inclusive, shall have the following minimum livable floor space, exclusive of garages, breezeways, basements and open porches:

- (a) Single story or split level building, 1,400 sq. ft.
- (b) All other residences, 1,600 sq. ft., of which not less than 1,000 sq. ft. shall be on the first floor.

10. Every present owner of one or more lots is a member of The Pickwick Place Association, an Illinois not-for-profit corporation, and any future owner of one or more lots or any part of any lot automatically shall become a member of said Association upon registration of a deed of conveyance with the Registrar of Titles of Cook County, Illinois. Non-owner residents may be associate members, if the by-laws of the Association so provide. The voting rights of members have been established by the by-laws of the Association.

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11. All dues, charges and assessments declared by the Pickwick Place Association, Inc. pursuant to its by-laws and amendments thereto, if not paid when due, shall be a lien, along with all costs and charges relating to the enforcement and registration thereof, against the property of any delinquent member upon the registration with the office of the Registrar of Titles of Cook County, of a certified copy of an appropriate resolution of the Board of Directors of said Association. Said resolution shall include a description of the property, name of the delinquent member and the amount then due. Said lien may be foreclosed at any time after registration thereof by an action of foreclosure instituted by the Association in the Circuit Court of Cook County, Illinois. The lien shall be released by the registration with the office of the Registrar of Titles of a release of lien executed by the president and secretary of the Association.

12. (a) Any or all of the rights, privileges and duties herein, including but not limited to all rights relating to amendment of paragraph 2 of the Declaration of Restrictions, given to or imposed upon William W. Brough may be assigned by him in writing to such persons, firms, corporations, trustees or associations as he may select, including the Pickwick Place Association, Inc. and said assignee or assignees shall have all the rights, privileges and duties herein given to or imposed on said William W. Brough, including the right of further assignment. Any assignment may be of all the rights, privileges and duties herein contained, or any part thereof. Any assignment shall be valid only upon written acceptance of the assignment by the assignee and registration of said assignment and acceptance with the Registrar of Titles of Cook County, Illinois and thereupon the assignor shall be relieved of all duties and responsibilities relative to the matters so assigned. In addition, any assignment shall be valid which is by a written document executed and acknowledged in the manner customary for the execution of deeds although not effective until the death of the person executing said assignment, providing that the said assignment shall be accepted in

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writing by the assignee and said assignment and acceptance shall be registered with the Registrar of Titles of Cook County within 30 days after the death of the assignor and in the event that said assignment shall not be so registered within said 30 days, said assignment shall be of no force and effect.

(b) In the event of the death, resignation, disqualification or any other inability to act of said William W. Brough or any assignee, without an effective assignment of the rights, privileges and duties contained in this Declaration of Restrictions pursuant to subparagraph (a) of this paragraph 12, then all of the said rights, privileges and duties, or such of them as shall not have been assigned, automatically shall pass to and vest in the Pickwick Place Association, Inc.

(c) In any event, all rights, privileges and duties not previously assigned to the Pickwick Place Association, Inc. automatically shall pass to and vest in said Association at 12:01 A. M. on January 1, 1969, provided, however, that the rights, privileges and duties contained in paragraph 2 hereof shall not so pass automatically but shall remain vested in William W. Brough, or his assigns unless and until said William W. Brough or his assigns, as the case may be, assign said rights, privileges and duties to said Association or unless and until said rights, privileges and duties vest in said Association pursuant to subparagraph (b) of this paragraph 12.

13. All reference herein to "approval" means written approval.

14. The invalidity of any part or parts of this instrument as declared by a court of competent jurisdiction shall not affect the validity of any portion of the instrument not so declared invalid.

IN WITNESS WHEREOF, the Citizens Bank and Trust Company, Park Ridge, Illinois, as Trustee under the provisions of a Trust Agreement dated July 18, 1961 and known as Trust No. 255, has caused this

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Village Restrictions

DECLARATION OF RESTRICTIONS

Now, on this _____ day of _____, 196____,

comes the Citizens Bank and Trust Company, Park Ridge, Illinois, as Trustee under the provisions of Trust Agreement dated July 18, 1961 and known as Trust No. 255, owner of Pickwick Place, a subdivision of part of the southeast quarter of the northeast quarter of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, Cook County, Illinois, and states that the following restrictions shall apply to the aforesaid property, or such parts thereof as are indicated by the particular restriction, for the period ending on December 31, 1988. After December 31, 1988, these restrictions shall remain in full force and effect for successive ten year period until and unless, not less than 30 days prior to December 31, 1988 or 30 days prior to the expiration of any renewal period, an instrument has been registered in the office of the Registrar of Titles, Cook County, Illinois, executed by a majority of the owners of record of the property in the subdivision, whereby the signatories agree to amend or annul these restrictions.

1. These restrictions shall run with the land and be binding upon all present and future owners, their heirs, successors, assigns, executors, administrators and representatives. This Declaration of Restrictions has been entered into upon the consideration of the granting by the Village of Barrington of certain rezoning of some of the property described herein and these restrictions may be enforced by said Village of Barrington, as well as by any owner of property within said subdivision or the Pickwick Place Association, Inc., a not-for-profit corporation of the State of Illinois.

This Declaration of Restrictions may be amended by a declaration of amendment executed by:

- (a) owners of record of 80% of Lots 1 through 31, inclusive, and
- (b) owners of record of 80% of Lots 32 through 42, inclusive, and
- (c) the President and Village Clerk of the Village

of Barrington, pursuant to ordinance adopted by a majority of the corporate authorities.

2. Any building on the following lots shall contain not more than the number of residential units set beside the respective lot numbers:

<u>Lot No.</u>	<u>No. of Units</u>	<u>Lot No.</u>	<u>No. of Units</u>
32	6	38	7
33	4	39	6
34	9	40	5
35	8	41	<u>5</u>
36	4	Total	62
37	8	Total	62

Each building erected on the foregoing lots 32 through 41, inclusive, shall be in substantial architectural conformity with a certain photograph on file with the Village Clerk of the Village of Barrington marked "Exhibit A to Declaration of Restrictions, Pickwick Place" and further identified by the signature thereon of William W. Brough.

3. No building located on lots 32 through 41, inclusive, shall exceed two stories in height.

4. Notwithstanding anything contained in paragraphs 2 and 3 hereof, upon the issuance by the Village of Barrington of a building permit for a building on any of the lots 32 through 41, inclusive, after the filing of plans and specifications, the restrictions contained in said paragraphs 2 and 3 of this Declaration of Restrictions shall be deemed to have been complied with and thereafter said restrictions shall be enforceable only in the event of subsequent requests for a building permit or subsequent requests for changes or alterations to the plans and specifications.

5. Simultaneously with the execution of this Declaration of Restrictions, lot 43 of Pickwick Place has been conveyed to the Pickwick Place Association, Inc. for use by the residents of Pickwick Place as a park. Said Association shall regulate the maintenance and use of said park, including the regulation of number of guests, if any, permitted. Said park shall be kept and

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maintained in a neat and orderly manner.

In the event of the failure of the Association to so maintain the park, the Village of Barrington shall have the right to maintain said park (but nothing herein shall place on said Village any obligation to do so) and to assess the Association or individual owners of property within Pickwick Place such pro-rata share of the total cost thereof as the Village shall deem equitable. The said Village of Barrington shall also have the right, if said assessment shall not be paid when due, to place a lien on the property of any owner for the amount of said assessment, together with all costs and charges relating to the same, by registering an ordinance of assessment with the office of the Registrar of Titles of Cook County and to foreclose said lien by foreclosure proceedings in the Circuit Court of Cook County, Illinois. Said lien shall be released by the registration with the office of Registrar of Titles of a release of lien executed by the Village President and Village Clerk.

The said Association may convey said lot 43 to the Village of Barrington but any such conveyance shall not be effective unless endorsed by the Village President and Village Clerk of the Village of Barrington "accepted by Village of Barrington", pursuant to action by the corporate authorities.

6. The invalidity of any part or parts of this instrument as declared by a court of competent jurisdiction shall not affect the validity of any portion of the instrument not so declared invalid.

IN WITNESS WHEREOF, the Citizens Bank and Trust Company, Park Ridge, Illinois, as Trustee under the provisions of a Trust Agreement dated July 18, 1961 and known as Trust No. 255, has caused this Declaration of Restrictions to be signed by its _____ president and its _____ secretary and its corporate seal to be hereunto affixed on the day and date first above written.

CITIZENS BANK AND TRUST COMPANY

By: _____
President

ATTEST:

Secretary

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STATE OF ILLINOIS }
COUNTY OF COOK } SS

The undersigned, a Notary Public, in and for said County, in the State aforesaid, does hereby certify that _____, President of the Citizens Bank and Trust Company, Park Ridge, Illinois, and _____, Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, aforesaid, for the uses and purposes therein set forth; and that said _____ Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, affixed the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, A. D., 196_____.

Notary Public

Accepted by the Board of Trustees of the Village of Barrington this _____ day of _____, 196_____.

By: _____

Attest:

Village Clerk