

This instrument was prepared for, and after recording should be returned to:

Stephanie Hannon
Village Manager
Village of Bannockburn
2275 Telegraph Road
Bannockburn IL 60015



Image# 063642360006 Type: COV
Recorded: 01/04/2024 at 01:08:12 PM
Receipt#: 2024-00000920
Page 1 of 6
Fees: \$50.00
IL Rental Housing Fund: \$0.00
Lake County IL
Anthony Vega Lake County Clerk
File **8013418**

DECLARATION OF COVENANTS

THIS DECLARATION is made this 2nd day of October, 2023, by **BARRY SCHER** ("Owner").

WITNESSTH:

WHEREAS, Owner is the legal owner of record of a parcel of real estate commonly known as 1810 Sunset Lane, located in the Village of Bannockburn, County of Lake, State of Illinois, and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("**Subject Property**"); and

WHEREAS, the Subject Property is currently developed with one detached single family residence and accessory structures; and

WHEREAS, the use and development of the Subject Property is governed by the provisions of the Village of Bannockburn Zoning Code; and

WHEREAS, in connection with the enlargement of Village of Bannockburn Special Service Area No. 10, Owner is required to execute and record a declaration of covenants to limit the use of the Subject Property to the maintenance of no more than one detached single-family residence per 160,000 square feet of lot area, in compliance with the A Residence District

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Regulations of the Bannockburn Zoning Code, as well as any other accessory structure that may be permitted under the Zoning Code; and

WHEREAS, Owner desires to execute and record this Declaration and to establish restrictions on the use and development of the Subject Property for the purpose of perfecting and enhancing the value and desirability of the Subject Property, promoting the safe and effective delivery of potable water service to the Subject Property and safe and effective sanitary sewer service for the disposal of residential sewage from the Subject Property, as well as for the purpose of enhancing the desirability of other properties currently zoned for single-family use in the neighborhood of the Subject Property; and

WHEREAS, Owner desires and intends that the several owners, occupants, mortgagees, and any other person or persons acquiring an interest in the Subject Property, or any portion thereof, shall at all times hold their interest subject to the covenants and restrictions hereinafter set forth, which covenants shall be enforceable by the Village of Bannockburn, Lake County, Illinois;

NOW, THEREFORE, Owner declares that the Subject Property and all portions thereof and all improvements thereon are and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants herein set forth, which covenants shall run with the Subject Property and be binding on all parties presently having or hereafter acquiring any right, title, or interest in the Subject Property or any part thereof or improvements thereon, their heirs, successors, and assigns, and shall inure to the benefit of each of them and to the benefit of the Village of Bannockburn, Illinois.

1. Owner hereby acknowledges and covenants that the Subject Property is, and shall remain, subject to the provisions of the A Residence District regulations of the Bannockburn Zoning Code in effect on the date hereof, which by this reference is incorporated herein, and that the use of the Subject Property is and shall be limited to the development and maintenance of one detached single-family dwelling per 160,000 square feet of lot area.

2. Owner covenants that the Subject Property shall not be subdivided, used, or developed except in accordance with the provisions of the Village of Bannockburn Zoning Code in effect on the date hereof. Nothing in this provision shall preclude Owner from seeking and securing a variation from the A Residence District Regulations pursuant to the Bannockburn Zoning Code.

3. Owner hereby acknowledges that the covenants made herein are consistent with the provisions of the Bannockburn Zoning Code, which provisions Owner acknowledges to be legal and valid, and Owner hereby agrees not to challenge any of said provisions or their applicability to the Subject Property at any time on any basis. Owner also acknowledges that any violation of the covenants hereby made may also constitute a violation of the Bannockburn Zoning Code and subject Owner to the penalty and enforcement provisions thereof.

4. In addition to any and all other remedies it may have, the Village of Bannockburn may enforce this Declaration; the failure of the Village to enforce this Declaration or any particular provision hereof at any given time shall in no event be deemed a waiver of the right to do so thereafter. In case of any successful enforcement action, the Village shall be entitled to recover from Owner all costs of enforcement, including without limitation, administrative expenses and legal fees. If such costs are not recovered from Owner within 30 days following a demand in writing by the Village for such payment, such costs, together with interest and costs of collection, shall become a lien upon the Subject Property, and the Village shall have the right to foreclose such lien by an action brought in the name of the Village as in the case of foreclosure of liens against real estate.

5. This Declaration shall run with and bind the land for a term of 50 years from the date this Declaration is recorded after which time this Declaration shall be automatically extended for successive periods of 10 years unless an instrument amending this Declaration as hereinafter provided shall be recorded to provide for some other duration. If any other agreements or covenants created by this Declaration would otherwise be unlawful or void for

violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

6. This Declaration shall be void and of no force or effect unless the Village enlarges Special Service Area No. 10 to include the Subject Property.

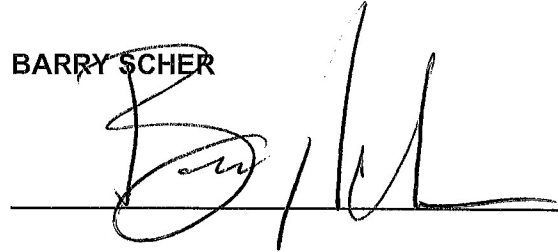
7. This Declaration and its effect shall not at any time hereafter be modified, amended, or annulled except by a written instrument executed by the then owner or owners of record of the Subject Property and approved by a written resolution duly adopted by the President and Board of Trustees of the Village of Bannockburn, Lake County, Illinois.

8. Invalidation of any term or provision of this Declaration shall in no way affect any other term or provision hereof, which other terms and provisions shall remain in full force and effect.

[Signature page to follow.]

IN WITNESS WHEREOF, Owner has caused this instrument to be executed, acknowledged, and attested.

BARRY SCHER



STATE OF ILLINOIS)
COUNTY OF LAKE) SS

I, Ryan Mentkowski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Barry Scher, personally known to me to be the person who executed this agreement, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the same instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25 day of October, 2023.


Notary Public

My Commission Expires:

6/15/2026

(SEAL)



EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

(EX N 658.85 FEET) EAST 529.52 FEET NORTHWEST $\frac{1}{4}$ SOUTHEAST $\frac{1}{4}$
SECTION 19 TOWNSHIP 43 RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN LAKE COUNTY, ILLINOIS.

being P.I.N. Nos.: 16-19-400-008 commonly known as 1810 Sunset Lane, Bannockburn, Illinois
4876-2458-5092, v. 1