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Cook County Recorder 31.00



78-69-177 L.
Mail to:
Catalina Kampground, Inc.
17131 S. Kamp Court
Tinley Park, IL 60477

This instrument prepared by:
Catalina Kampground, Inc.
17131 S. Kamp Court
Tinley Park, IL 60477

**RESTRICTIONS FOR DEER POINT ESTATES III,
ORLAND PARK, ILLINOIS**

The undersigned, CATALINA KAMPGROUND, INC., the Owner/Developer of the following described real property:

**LOTS 1 THROUGH 72, INCLUSIVE, IN DEER POINT ESTATES III, A
SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 29 TOWNSHIP 36 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.**

**Property Address: 171st Street & 108th Avenue, Orland Park, IL
Permanent Index Number: 27-29-301-001**

on the written direction of the beneficiaries does hereby make the following agreement and declarations as to limitations, restrictions and uses to which said lots constituting said subdivision may be put, and hereby specifying that said declarations, limitations and restrictions shall constitute covenants to run with all of the land, as provided by law, and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions and limitations is hereby made and entered into, being designed to keep said subdivision desirable, uniform and suitable in architectural design and use, as herein specified.

WITNESSETH:

IT IS HEREBY DECLARED AND AGREED that the following restrictive covenants shall be construed against all of the lots, above described, and hereinafter designated, and the undersigned does hereby declare as follows:

BOX 333-CTT

1. No building or structure of any kind whatsoever shall be used for any purpose except that of a dwelling house, or appurtenances thereto, and no structure shall be erected, altered, placed or permitted to remain on any such residential building site other than a residential dwelling with an attached private garage for not more than four (4) automobiles, and any other appurtenances to such residential dwelling.

2. No dwelling shall be erected or placed on any lot having a width of less than 50 feet, and no dwelling shall be erected or placed on any lot, which lot contains less than 10,625 square feet. No garage shall be constructed unless the same shall be attached to the residential dwelling situated thereon.

3. No noxious or offensive trade or activity shall be carried on upon any site nor shall anything be done thereon which may be or may not become an annoyance or nuisance to the neighborhood.

4. No trailer, basement, tent, shack, garage, barn or other out-building erected in the area shall at any time be used as a residence temporarily or permanently or shall any structure of a temporary character be used as a residence. Nor shall any garage or out-building be erected prior to the erection of the principal residential building.

5. No existing structure shall be moved onto any lot in this plat from an off-site location.

6. No commercial vehicle except unmarked passenger automobiles and unmarked pickup trucks shall be parked outside of a garage on any lot in this subdivision except when it is being used for delivery or service to a residence in the subdivision. No truck mounted campers, commercial vehicles, recreational vehicles, trailers, house trailers, snowmobiles, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any dedicated street in the subdivision or maintained, stored or parked on any portion or part of the lots in the subdivision unless housed or garaged completely in a structure which complies with this Declaration.

7. The total living area of the dwelling exclusive of attached garages, open terraces, basements and breezeways, shall be:

- A. A minimum of 2,900 square feet for a one-story residence on any lot;
- B. A minimum of 3,000 square feet for a two-story residence on any lot..

8. Construction once commenced on a building site must be completed within twelve (12) months from the date of commencement and the landscaping of said site must be completed within twelve (12) months of the completion of the building.

9. The erection of major buildings must be undertaken and completed only by qualified builders so that the quality of workmanship on said buildings so constructed conforms to professional standards.

10. All residential buildings, including garages, shall be constructed of new materials only and the exterior of all buildings shall be of at least seventy (70) percent brick or stone and the balance of wood material. All brick must be face brick and the use of common brick is expressly prohibited. All 3-step Ranches must be all brick.

11. At no time shall farm animals be kept or housed on any of the aforementioned lots. This does not prevent the keeping or housing of domestic birds, dogs, cats, fish or other domestic pets.

12. No water well may be dug for any purpose on any lot.

13. Main walk to be installed within one (1) year after purchase by Builder/Buyer and Builder/Buyer will be responsible for damage to curb, if any. All driveways to be concrete or pavers. The Builder/Buyer will be responsible for main walk if it is cracked at time of final inspection of the subdivision. The Builder/Buyer will be responsible for cost of replacing any part.

14. All Builders are responsible to have all cement trucks wash out on the lot which they pour on.

15. The Developer will be responsible for installing all parkway trees.

16. Buyer's Plans must receive architectural approval by Catalina Kampground, Inc. prior to start of construction. A copy of the Plan will remain on file with Catalina Kampground, Inc.

17. Builders/Buyers are to use all colored flashings and colored vents.

18. All permits and impact fees to be paid by Builder/Buyer.

19. Developer is not responsible for bringing in or taking out fill from lot. Black dirt shall be available to Builder/Buyer from stock pile on site, limited only for the use of final grading, (4" to 6" only) to be used within the Deer Point Estates Subdivision, only on the lot purchased from Developer herein. No black dirt shall be hauled out of the subdivision. No black dirt shall be used as fill on the lot. Excess fill, if any, may not be discarded on any other lot in the subdivision. Excess fill, if any, must be disposed of by the Purchaser of lot.

20. No sheds, detached garages, above the ground swimming pools or temporary or permanent accessory buildings of any kind shall be constructed upon any lot

in the subdivision. Detached buildings for the purpose of housing equipment necessary for in-ground pools are permitted.

21. Outside television and radio antennas, satellite dishes in excess of eighteen inches (18") in diameter or other apparatus used to receive or transmit communication signals are prohibited.

22. All residences shall have a minimum roof pitch of 8/12.

23. All front load 3 car garage roof line to have offset break of at least 1'.

24. All residences to have setback of the house of 30' and setback of the garage of 25'.

25. The owner of any lot in the development on which any excavation or site grading activity is planned shall be solely responsible for ensuring that such excavation and/or grading activity takes place according to the master Grading Plan submitted by the Developer to and approved by the Village of Orland Park. The heights, ground elevation or grade of the top of each and every foundation, basement, crawl space or base walls for buildings constructed in the subdivision shall be set and established by the Village of Orland Park. No building shall be constructed unless the top of the foundation, basement, crawl space or base walls shall be in accordance therewith. Neither the Declarant nor the Developer can be held responsible for any failure of an individual owner to adhere to such Master Grading Plan. **It is strongly recommended that, prior to commencement of construction on any lot, the owner of said lot accord due caution and regard to the siting of the proposed dwelling unit, its garage and the driveway, and the elevation of the top of foundation of said dwelling unit, in connection with and as the siting of said structures may affect the grading of said lot.**

26. Construction of fences are permitted consistent with the regulation of the Village of Orland Park, Illinois, and after procurement of a permit from the Village, if necessary. Wooden or wrought iron privacy fences will be permitted to enclose patios and/or in-ground swimming pools. Wooden privacy fences are to be no more than six feet in height and are to be a minimum for one foot from the property line. Split rail and/or evergreen hedging is recommended for those who would desire fencing. Any fence constructed on any lot may not extend beyond or in front of the front wall of the building situated thereon.

27. No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any lot so they are visible from the streets or any neighboring lot, except as necessary during the period of construction of a building thereon. No part of the subdivision shall be used for storage of junk or for wrecking yards.

28. All purchasers of a lot or lots in Deer Point Estates are required to maintain a clean and orderly construction site. Upon commencement of the construction of any structure on any lot the following standards must be met:

A) The lot area must be kept free of miscellaneous debris. All construction debris is to be placed in lot owner's on-site dumpster.

B) All streets in the development must be kept in a clean and orderly manner. Dirt, mud, stone and other debris that is left on the street due to construction material delivery, concrete trucks, contractors' equipment, construction workers' vehicles, excavating and grading equipment and other similar vehicles must be removed immediately and the streets restored to a clean and orderly condition.

C) Fines and penalties may be imposed upon the lot owner by the Declarant and/or the Village of Orland Park for violations of Items A & B above.

D) If Builder is building next to a yard with sod, the Builder will put up a silt fence to protect neighbor's grass.

29. Each Builder must be responsible for one (1) Port-A-John in the subdivision.

30. Each lot shall at all times be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles or cans can be permitted to collect or remain exposed on any lot except as is necessary during the period of constructing. The owner of each lot shall be responsible for the cutting or removal of weeds each year on such lot so as to conform with the requirements, ordinances and regulations of the Village of Orland Park.

The foregoing covenants shall run with the land and shall be binding on all parties hereto and upon all persons claiming through or under them until (June 1, 2010), at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the sites in said area, it is agreed to change the said covenants in whole or in part. If the parties hereto, or any of them or their heirs or successors or assigns, or any persons claiming under them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any portion of the sites hereinabove described, to prosecute any proceeding at law or in equity against the person or persons, violating or attempting to violate any such covenants, and either to prevent them from so doing or to prevent any damages.

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Invalidation of any of these covenants by judgment of a decree of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

CATALINA KAMPGROUND, INC.

By: Henry Kamp
Henry Kamp, President

Attest: Leonard Kamp
Leonard Kamp, 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 Henry Kamp personally known to me to be the President of the Catalina Kampground, Inc. corporation and Leonard Kamp, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the following instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein setforth.

GIVEN under my hand and official seal this 1st day of June, 2000.

Diana Dowding
NOTARY PUBLIC

My commission expires on July 14, 2000.



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