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Eugene "Gene" Moore Fee: \$44.50
Cook County Recorder of Deeds
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**DECLARATION OF PROTECTIVE CONDITIONS, COVENANTS
AND RESTRICTIONS OF RECORD**

**ROLLING MEADOWS OF LEMONT SUBDIVISION
Lemont, Cook County, Illinois 60439 ("Subdivision")**

THIS DECLARATION made this 7th day of November, 2003 by the Hinsbrook Bank as Trustee under Trust Agreement dated August 26, 2002 and known as Trust Number 02-040 (referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the Owner of the Real Property ("Property") described in Exhibit 1 of this Declaration which is attached, hereto and is incorporated herein by reference; and

THIS INSTRUMENT PREPARED BY
AND RETURN AFTER RECORDING TO:
Alexander R. Domanskis
Boodell & Domanskis LLC
205 N. Michigan, #4307
Chicago, IL 60601

Property Address, Tax Numbers:

129th and Rolling Meadows Drive
Lemont, IL
22-31-101-007-0000
22-31-101-008-0000

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8117025 DBL lady CTF

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WHEREAS, Declarant is desirous of subjecting said Property to the Declaration enhance and protect the value and attractiveness of the Rolling Meadows of Lemont Subdivision. Declarant hereby declares that all of the Property and each part thereof shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which shall be binding on all parties having any right, title or interest in the Property or any part thereof along with their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Declarant" shall mean owner, its successors and assigns, provided such successors or assigns, acquire more than one undeveloped lot from Declarant for the purpose of development.

SECTION 2. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above.

SECTION 3. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

SECTION 4. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Subdivision and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

ARTICLE 2

USE RESTRICTIONS

The Subdivision shall be occupied and used only as follows:

SECTION 1. Land Use and Building Type

All lots in Declarant's Subdivision shall be used for private residence purposes only. No building, not specifically authorized elsewhere in the Declaration, shall be erected, re-erected or maintained on any Lot except one (1) dwelling, designed by a licensed architect and erected for occupancy for one (1) family, with attached garage.

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SECTION 2. Building Heights

No dwelling shall be erected, altered or placed, which is more than (2 1/2) stories of thirty-five (35') in height. No accessory building or structure shall exceed seventeen feet in height.

SECTION 3. Dwelling, Quality and Size

It is the intention and the purpose of these Covenants to assure that all dwellings shall be of quality design, workmanship and materials. All dwellings shall be constructed in accordance with the applicable governmental building code.

- A. First (1st) Floor front - Brick or Stucco.
- B. Minimum Two (2) car attached garage. No detached garages.
- C. 2-Story building - minimum of 2,500 square feet.
- D. Ranch Homes - minimum of 2,000 square feet.

SECTION 4. Sidewalks

Sidewalks will NOT be installed by Declarant, unless the home is built by the Declarant. Sidewalks must be installed by any party that purchases a lot in the Subdivision. The Builder on a Lot is responsible for sidewalks according to Village requirement. In addition, the sidewalk shall be built according to the requirements set forth by code for the handicapped. Any person or builder who purchases a lot or lots from Declarant will be responsible for all curb and sidewalk, and final asphalt damage that is incurred during their building process. The Declarant will require \$5,000, at closing of lot purchase, which will be held in escrow to cover any damages, and released when The Village of Lemont accepts entire sub-division.

SECTION 5. Location of Lots

No building shall be located on a Lot nearer to the front line than the front building line required under the applicable governmental regulations.

SECTION 6. Driveways

Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel crushed stone or other approved base material. Asphalt or concrete driveways are acceptable.

SECTION 7. Nuisances and Livestock

A. No noxious or offensive activity shall be carried on, in or upon any premises, or shall anything be done thereon which may become, an annoyance or nuisance to the neighborhood.

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B. No animals including livestock or poultry of any kind shall be raised, bred or kept on any Lot. However, dogs, cats and other household pets may be kept on a Lot, so long as they are not kept, bred or maintained for commercial purposes.

C. No burning of refuse shall be permitted outside the dwelling.

D. The use of any driveway or parking area which may be in front or adjacent to, or part of, any Lot as a habitual parking place for campers, trailers, mobile homes, motor boats, houseboats, motor homes or commercial vehicles is prohibited.

E. Campers, commercial vehicles, trailers, motor homes, houseboats and mobile home may be maintained if housed completely within a structure. No roadways shall be used for the habitual parking of private or commercial vehicles, boats or trailers; they must be parked on driveway.

F. The hanging of laundry or other articles, or the erection of laundry drying equipment outside of the residence is prohibited.

SECTION 8. Plant Diseases or noxious insects

No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Lot.

SECTION 9. Temporary Structures

A. No trailer, basement or an uncompleted building, tent, shack, garage, barn, motorized home, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. A storage shed is permissible per the Village of Lemont ordinance with the exception of steel, or aluminum sided sheds. No steel or aluminum sided sheds are permitted.

B. Temporary buildings or structures used during the construction of a dwelling shall be on the same Lot as the dwelling, and such building or structure shall be removed upon completion of construction.

C. Fencing: Fencing is permitted per the Village of Lemont ordinance. No cyclone fencing is permitted.

D. Swimming Pool: Swimming Pool is permitted per the Village of Lemont ordinance.

E. Hot Tubs: Hot tub is permitted per the Village of Lemont ordinance.

F. Roofs: Acceptable roofing material is the Standard / 235 lb. 3 -tab shingle. No flat roof or mansard type roof is permitted.

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G. Landscaping: The Front, Side and Back yards will be sodded by the builder. Front landscaping will be the responsibility of homeowner. Front landscaping must be planted within 90 days of closing, weather permitting. Any person or builder who purchases a lot from Declarant will be responsible for sodding the entire lot and planting trees on parkway, per The Village landscape requirements. If lot is not built on in one year from date of purchase of lot, all required sidewalks and parkway trees must be installed and planted and lot must be seeded. Any person or builder who builds on a lot purchased from the Declarant will be required to replace any dead parkway trees until the development is released to The Village of Lemont.

H. Final Grading of Home Site: Site plans which include the final grading plan, will be designed by a licensed engineer as per the Village of Lemont requirements. The Owner recognizes and acknowledges responsibility to grade the Lot in accordance with the final engineering grading plan.

H. Window Air conditioning Units: No window air conditioning units are permitted.

I. Mailboxes: Curbside mailboxes only to be installed by Owner and according to Village of Lemont ordinance. No brick mailboxes allowed.

J. "B" Boxes: All persons or builders who purchase a lot from The Declarant are responsible for repair of any "B" box damage and keying of "B" box until development is approved and released to The Village of Lemont.

SECTION 10. Dumping and/or related nuisances

The discharge or dumping of any harmful chemicals, paper, boxes, metal, wire, junk or other refuse on or in any area shall be prohibited and the cost of removing same shall be borne by the party depositing it thereon.

SECTION 11. Deviations by Agreement with Declarant

Declarant hereby reserved onto itself, its successors or assigns, the right to enter into agreements with the grantee of any parcel, Lot or Lots (with the consent of grantee of Lot or Lots or adjoining adjacent property) to deviate from any or all of the Covenants set forth herein provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining Property of Declarant.

SECTION 12. Completion of Construction

A person or builder who purchases a lot from The Declarant must build on that lot within 18 months from date of the closing, of the lot, otherwise the Declarant has the right to purchase the lot back at the purchase price minus 7%.

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Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any dwelling shall be completed within six (6) months from commencement of construction, except that such period may be extended for a reasonable time by reason of Act of God, labor disputes, or other matters beyond an Owner's control. No structure shall be deemed completed until installation of approved landscaping and hard surface driveway. All builders should keep the Lots and streets free from all construction debris during the course of construction.

SECTION 13. Access Easement to Detention Basins

In the recorded Plat of Subdivision of Rolling Meadows of Lemont, Declarant has granted an easement to the Village of Lemont within the area as shown by lines on the Plat marked "Access and Public Utility Easement" to provide ingress and egress for Village of Lemont maintenance vehicles. No buildings or structures shall be erected in the access easement.

SECTION 14. Utility Easements

In the recorded Plat of Subdivision of Rolling Meadows of Lemont, Declarant has granted an easement to Illinois Bell Telephone Company, Commonwealth Edison Company, and Northern Illinois Gas Company and their respective successors and assigns within the area as shown by lines on the Plat marked "Utility Easement" to install, lay, construct, renew, operate and maintain underground utility pipes and conduits, gas mains and other underground equipment for the purpose of serving the Subdivision with telephone service, gas and electric service; also the right to use the streets for said purposes, the right to enter upon the Lots at all times to install, lay, construct, renew, operate and maintain within said easement area said pipes, conduits, gas mains and other underground equipment and finally the right to cut down and remove any trees, shrubs, or saplings that interfere or threaten to interfere with any of the aforesaid uses or rights therein granted. No permanent buildings or trees shall be placed on said easement but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with said uses or rights therein granted.

SECTION 15. All persons or builders who purchase a lot from the Declarant will be unable to unload or load with heavy equipment on the streets, after the final asphalt is laid. All heavy equipment must be loaded or unloaded directly on the lot or lots.

A person or builder who purchases a lot from the Declarant will not be able to load or unload any stone onto the streets AFTER final asphalt is applied to the streets. No scrapers or bulldozers will be able to be used on the streets AFTER final asphalt is applied to the streets.

SECTION 16. All Owners shall give a copy of these Conditions, Covenants, and Restrictions of Record to prospective purchasers prior to completion of the sale of any Lot.

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ARTICLE 3

GENERAL PROVISIONS

SECTION 1. Duration

The Covenants and Restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Declarant or the Owner of any property subject to this Declaration, their respective legal representative, heirs, successors and assigns, until the year 2023, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded one year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

SECTION 2. Notices

Any notice sent or required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as an Owner on the records of the Cook County Assessor at the time of such mailing.

SECTION 3. Provisions

All Covenants and other provisions herein set forth shall be subject to, and subordinate to, all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in the Subdivision, and none of said Covenants or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under judicial sale, any purchaser at such sale, its grantees, heirs, personal representatives, successors or assigns "shall hold any and all such property so purchased or acquired subject to all the Covenants and other provisions of this Declaration.

If a court of competent jurisdiction shall hold invalid or unenforceable any part of any covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

SECTION 4. Exculpation of Land Trustee's Liability

This Agreement is executed by the undersigned Land Trustees, not personally, but as trustees, as aforesaid in the exercise of the power and authority conferred upon and vested in them as such trustees and is payable only out of the assets of the Trust Estates held under the Trust Agreement,

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including property specifically described in Exhibits A and B hereto. No personal liability shall be asserted or shall be enforceable against the Land Trustee, because or in respect of this Agreement or the making, issue, transfer or enforcement hereof, all such liability of the Land Trustees, if any, being expressly waived by the Land Trust beneficiaries.

SECTION 5. Counterpart Originals.

This Agreement may be executed by the Parties in counterparts so that each signature page when attached to this Agreement shall constitute a counterpart original.

CONTINUED ON NEXT PAGE

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IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first above written.

Hinsbrook Bank as Trustee under Trust Agreement dated August 26, 2002 and known as Trust Number 02-040

By: Judith Harvey

This document is executed by Hinsbrook Bank & Trust, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the grantee herein and by every person now or hereafter claiming any right hereunder that nothing contained herein shall be construed as creating any liability on Hinsbrook Bank & Trust.

ATTEST:

By: Algin Miller Sr

By: Janet M Red A.V.P.

ATTEST:

By: John Thuy

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STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

I, the undersigned, a Notary Public, in, and for the County and State aforesaid, DO HEREBY CERTIFY, that Walter Harvey of **HINSBROOK BANK**, as Trustee under Trust Agreement dated August 26, 2002 and known as Trust Number 02-040, personally known to me to be the VP / SVP of **HINSBROOK BANK**, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Trustee, signed the foregoing instrument, pursuant to authority given by the Board of Directors of said bank, as the free and voluntary act and deed of said bank as trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of November, 2003.



Paul Kluczynski
Notary Public

Commission expires:

2-24-05

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EXHIBIT 1

PROPERTY SUBJECT TO THIS DECLARATION

LOTS 1 THROUGH 38, AND OUTLOTS A THROUGH C OF ROLLING MEADOWS PHASE 3, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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