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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR CEDAR GROVES OF PALATINE**

This Declaration made this 2nd day of November, 1994, by  
HARRIS BANK BARRINGTON, as Trustee under Trust No. 11-4916.

**R E C I T A L S**

A. HARRIS BANK BARRINGTON, as Trustee under Trust No. 11-4916, Declarant, is the holder of record title to certain real estate in the Village of Palatine, County of Cook, State of Illinois, hereinafter described as the Property.

B. HARRIS BANK BARRINGTON, as Trustee under Trust No. 11-4916, Declarant, intends to develop and improve the Property and has agreed to set aside Lot A, B, C and D of the Property to be held as common areas for the benefit of the residents of Cedar Grove of Palatine.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the property or any part hereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

1.1 **Association.** Cedar Grove of Palatine Property Owners' Association.

1.2 **Property.** The real estate described on Exhibit "A" attached hereto and made a part hereof.



*Diane Greenlee  
Village of Palatine  
500 E. Wood Street  
Palatine, IL 60067*

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1.3 **Common Areas.** Lots A, B, C and D of the Property.

1.4 **Lot.** Any plot of land shown upon any recorded subdivision plat of the Property zoned "R-2" Single-Family Residential District.

1.5 **Member.** Every person, individual or entity who holds title to a lot.

1.6 **Declarant.** Harris Bank Barrington, as Trustee under Trust No. 11-4916.

## ARTICLE II

### GENERAL PROVISIONS

2.1 **Objectives.** The objectives of this Declaration are to assure that any improvement of any lot will be of good quality, attractive design and in harmony with the natural setting.

2.2 **The Association.** The Developer shall create an Association for the purpose of administering the matters set forth in these covenants.

2.3 **Approval.** No building, fence, wall, well or other structure or facility shall be erected, placed or permitted to remain upon any lot, no exterior addition, change or alteration shall be made, and no clearing of trees, change of lot grade or alteration of the physical conditions of any lot shall be made, unless and until the design plans and specifications showing the nature, kind, shape, elevations, heights, materials and color, location and grade, proposed landscaping and drainage, if required, shall have been submitted to and approved in writing by the Association. Only dwellings designed for occupancy by a single

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family may be erected on any lot. The Village of Palatine shall require an approval by the Board of Directors of the Association prior to issuing a building permit or occupancy permit. Such approval shall be submitted in writing to the Village of Palatine by an officer of the Association; provided, however, that until the appointment of the first Board of Directors, such approval shall be given by the Declarant or its agent.

**2.4 Quality.** All structures shall be of a quality, design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. The Association may regulate basic design and front elevations to prevent monotony from repeated designs. The Association also has the power to approve the aesthetic quality of the design of structures. Earth structures, flat roof structures, windowless structures and structures of a design that is not compatible with midwest architecture will not be permitted.

**2.5 Nuisances.** No building shall be erected or maintained on any lot for manufacturing, industrial or business purpose; and no noxious or offensive trade or activity shall be carried on, in or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the area. No plants, seed, or other things harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any lot.

**2.6 Temporary Structures.** No temporary building, trailer, mobile home, recreational vehicle, tent, basement, garage or other

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temporary structure shall be used on any lot any time as a residence either temporarily or permanently.

**2.7 Parking of Vehicles.** No buses, trailers, campers, trucks, farm equipment, tractors, heavy earth moving equipment, boats or boat trailers may be parked on any lot unless in a garage.

**2.8 Maintenance.** All lots and improvements placed thereon shall be maintained in a clean and sightly condition, free from weeds and debris and in such a manner as to prevent them from becoming unsightly, unsanitary, or a hazard to health.

**2.9 Appearance.** No junked vehicles, litter, refuse or other unsightly materials shall be accumulated on any lot. Garbage shall be placed in receptacles, and if outside, they shall be properly screened.

**2.10 Other Prohibited Matters.** No animals other than common household pets such as dogs and cats shall be kept on any lot. No home occupation or profession shall be conducted on any lot except as authorized by the Association. Everyday parking of commercial vehicles on any lot is prohibited. Everyday parking on roadways is prohibited. No stables or other quarters shall be erected, maintained, or used on any lot for stabling or accommodating any horses, cattle, swine, goats, sheep, bees or fowl.

**2.11 Completion of Construction.** All construction shall be continued with diligence toward completion. Construction of any dwelling shall be completed within one (1) year from commencement, except that such period may be extended for a reasonable time by

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reason of act of God, labor disputes or other matters beyond the owner's control.

## 2.12 Building Requirements.

(a) Single story dwelling  
1600 square feet

One and one-half story dwelling  
1800 square feet

Two or two and one-half story dwelling  
2000 square feet

(b) All minimum requirements, excluding porches, basements and garages, must be finished living area.

(c) A minimum two (2) car garage is required, and it must be connected by a continuous roof to the main structure.

(d) No outside wall face shall be of asphalt brick siding, asphalt shingle siding or unpainted aluminum siding. All brick shall be of the same quality.

(e) Driveways shall be constructed of an all-weather surface and may be constructed of bituminous concrete, portland cement concrete, brick or pavers in accordance with the ordinances of the Village of Palatine.

(f) No exposed tank for storage of fuel or any other purpose shall be permitted on any lot.

(g) No exposed telephone or electric lines or satellite dishes shall be allowed.

(h) No lot in this subdivision shall be divided or resubdivided into smaller lots or parcels of land.



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(i) No building, garage or other structure shall be erected, altered, placed or permitted to remain on any lot which would exceed two and one-half (2½) stories in height.

(j) No sign of any kind shall be displayed to the public view on any lot except a sign of not more than five (5) square feet to advertise the property for sale, or one sign of not more than ten (10) square feet used by the developer or builder to advertise the property during the construction of a home. The developer may erect one (1) sign not exceeding thirty-two (32) square feet in an area on any lot they own advertising the sale of lots and residences in future land to be developed and sold adjoining and connected to the subdivision by any roads.

(k) Kennels, coops and other animal housing facilities, as might be permitted by the Village of Palatine, are subject to approval by the Association.

(l) No quarrying, mining, oil or gas drilling operations shall be conducted on any lot.

**2.13 Landscape Requirements.** Within the first appropriate season following or concurrent with the completion of the primary residence on the property, turf must be established on the entire site. This includes turfing the roadway right of way adjoining the parcel. Turf may be established either by seeding or sodding quality lawn grasses. Only areas intended for flower or vegetable gardens, ground covering, approved "natural areas" or impending

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construction of decks or patios, may be left exposed at the time of establishing the lawn.

**2.14 Easements.** Developer reserves for itself, its successors and assigns, easements over each lot, and the right to ingress and egress to the extent reasonably necessary to exercise such easements, as follows:

(a) Utility easements shown on any recorded plat of the property. If any plat fails to establish easements, Developer reserves a ten (10) foot parcel running along the side lot lines, front lot line and rear lot line of each lot for the installation and maintenance of utility facilities and incidental usage related thereto.

(b) Each property owner shall be responsible for maintaining the easement and shall repair and restore and be responsible for any damages caused by use of the easement.

(c) Easement on the northeast corner of Lot \_\_\_\_ for a subdivision monument and landscaping which will be maintained by the Association.

**2.15 Severability.** Invalidation of any provision of this Declaration by Judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect.

**2.16 Title in Land Trust.** In the event title to any lot is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the lot remain vested in the trust beneficiary or beneficiaries, then the

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beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and assessments in the same manner as herein provided as if the beneficiary held title in his or her own name.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

3.1 **Membership.** Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. Ownership of a lot shall be the sole qualification for membership.

3.2 **Voting Rights.** The Association shall have one class of membership and each member shall have one (1) vote, provided that when more than one person is the record owner of any lot, the vote for such lot shall be exercised as all such record owners of that lot among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

3.3 **Board of Directors.** The Association shall be governed by a Board of Directors (Board) comprised of not less than three (3) nor more than seven (7) persons duly appointed or elected as provided herein. The Board shall maintain and administer the Common Area in accordance with the terms and provisions of this Declaration and the By-Laws established by the Association. Prior to the appointment of the first Board, the Declarant may exercise all of the power of and act in the capacity of the Board.

3.4 **Appointment of Directors by Declarant.** Notwithstanding anything in this Declaration or the By-Laws of the Association to

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the contrary, the first and each subsequent Board of the Association shall consist of, and vacancies on the Board shall be filled by, such persons as Declarant shall from time to time appoint until the first to occur of any one of the following events:

(a) Five (5) years from the date hereof.

(b) Declarant, by written notice to the Association, elects to release its right to appoint all the Board.

**3.5 Board Liability.** Neither the Directors nor the Declarant, when acting in the capacity of the Board, shall be liable to the Association or the Members for any mistake of judgment or for any acts made, omission, or failure to act committed in good faith as such Directors or on their behalf.

## ARTICLE IV

### DESCRIPTION OF COMMON AREA

**4.1 Easements and Property Rights in Common Areas.** An easement is hereby declared and created over and upon the Common Area for the benefit of the entire Property, and every Member shall have a right and easement of use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon and to the Common Area, and such right and easement shall be appurtenant to and shall pass with the title to every lot subject to the right of the Association in accordance with its By-Laws to adopt rules and regulations governing the use, operation and maintenance of the Common Area.





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**4.2 Utility Easements.** Declarant reserves the right to grant to Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, the Village of Palatine and any other utility company or governmental or quasi-governmental authority serving the Property, easements to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment upon, under and across the Property for the purpose of providing utility services to the Property.

**4.3 Transfer of Common Area to Association.** Declarant will convey to the Association and the Association shall accept the Common Area at such time as the Developer shall determine but in no event later than five (5) years from the date of recording.

**4.4 Maintenance of Common Area Prior to Conveyance to Association.** Until such time as Declarant conveys the Common Area to the Association, the Association shall, from the annual assessments collected by it, pay or reimburse the Declarant for all costs incurred by it for or incident to the ownership, maintenance and repair of the Common Area.

**4.5 Easements to Run with the Land.** All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall incur to the benefit of and be binding on any owner, purchaser, mortgagee or other person having an interest in the Property, or any part or portion thereof.

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## 4.6 Rights of the Village of Palatine.

(a) The Property shall at all times conform to and be maintained in accordance with the Ordinance and Development Plan approved by the Village of Palatine and as amended from time to time.

(b) All maintenance, repairs and replacements of the Common Areas shall be made in accordance with the provision of this Declaration and the applicable requirements of the Village of Palatine.

(c) The Village of Palatine shall have the right to enter upon the Property for the purposes of furnishing municipal or emergency services to the property owners or the Common Areas, and to enforce its traffic and other ordinances and regulations including the provisions of subparagraphs 4(d) and 4(e).

(d) The Village of Palatine is hereby authorized to provide necessary maintenance of site improvements within or upon the landscaped areas constituting a portion of the Common Areas, also including without limitation, all municipality owned utilities, any detention area, traffic signs and related equipment.

(e) In the event that the Village of Palatine should elect to furnish services pursuant to the preceding subparagraph, which services were in fact the obligation of the Association to so provide and the Association has failed or refused to so provide, then the Association shall be

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obligated to repay to the Village of Palatine for all expenses incurred in connection with said maintenance, including reasonable attorneys' fees, if any, incurred by the said Village in enforcing the rights herein established. The Village of Palatine shall have the right, in the furtherance of its enforcement of its claim for reimbursement to record a lien against the Common Areas which said lien shall be effective as of the date of recordation. All such costs and expenses are hereby declared to be a Common Expense of the Association.

(f) Notwithstanding any other provision of this Declaration, the provisions of this paragraph may not be altered, amended or deleted without the written consent of the Village of Palatine.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Creation of Lien and Parcel Obligations for Assessments. Each Owner of a Lot (excluding Declarant) by acceptance of a deed therefor agrees to pay to the Association such assessments as may be levied from time to time by the Board of Directors. The assessments, together with such interest and costs, shall be charged on the land and shall be a continuing lien on each lot against which each such assessment is made. Each such assessment, together with such interest therein and costs of collection thereof as herein provided, shall also be the continuing

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personal obligation of the person who was the owner of each such lot at the time the assessment fell due.

**5.2 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for maintenance, repair and replacements, improvement and all taxes, insurance and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon, and for otherwise carrying out the duties of the Board of Directors of the Association as stated herein and its By-Laws. In the event the Association shall fail to maintain, repair or improve the Common Area after being so notified in writing of the necessity of such maintenance, repair or improvement by the Village of Palatine, the Village of Palatine shall have the right to perform or cause to be performed the maintenance, repair or improvement to the Common Area, the cost of which shall become a lien upon the Common Area, and the Association and the Village shall have the right to reimbursement for said cost either from the assessments levied by the Association or by such other action as the Village deems necessary, provided that in no event shall the imposition of the lien upon the Common Area constitute acceptance by the Village of said area as public property.

**5.3 Special Assessments for Capital Improvements.** In addition to annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the costs of acquiring, constructing any or installing new capital improvements upon the

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Common Area, provided that any such assessment shall be approved by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at an annual or special meeting, or by an instrument signed by the Owners of at least two-thirds (2/3) of the lots.

**5.4 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of Association.** If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum legal rate or interest. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or foreclose the lien against the lot subject thereto, and there shall be added to the amount of such assessment, the costs of preparing and filing the Complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action.

**5.5 Use of Property.** All owners and occupants shall abide by the By-Laws of the Association and the Declaration and rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an owner determined by judicial action to have violated said rules and regulations

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shall be liable to the Association for all damages and costs, including attorneys' fees.

5.6 **Storm Detention Area.** The Association agrees to maintain the storm detention area located upon the Common Area and shall have the right to enter into agreements either with private parties or the Village of Palatine for the purpose of maintaining said storm detention area in good working order. In the event of the failure of the Association to properly maintain said storm detention area, the Village of Palatine may, after notifying the Association in writing of its intention to do so, enter upon the premises of the Common Areas to perform the necessary maintenance, the costs of which shall become a lien upon all property within the subdivision, and the Village shall have the right to reimbursement for said cost, either from the assessments levied by the Association or by such other action as the Village deems necessary, provided that in no event shall any action by the Village hereunder

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constitute acceptance by the Village of said Common Area as public property.

SEE EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF

HARRIS BANK BARRINGTON, as  
Trustee under Trust No. 11-4916  
and not personally,

By: Gerald A. Wiel

Gerald A. Wiel, Trust Officer

ATTEST:

Charlene K. Wilke

Charlene K. Wilke, Assistant Trust Officer

DEPT-09 MISC. \$51.50  
T#0004 TRAN 9928 12/05/94 10:26:00  
\$6500 + LF \*-04-016366  
COOK COUNTY RECORDER

SEE EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF

This instrument is executed by HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION, a national banking association, not personally but solely as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated September 30, 1993 and known as Trust no. 11-4916 (hereinafter "The Trust") in the exercise of the power and authority conferred upon and vested in it as such trustee.

It is expressly understood and agreed by and between the parties hereto, anything herein contained to the contrary notwithstanding, that (i) each and all of the representations, warranties, covenants, undertakings and agreements made by the Trustee are not made for the purpose or with the intention of binding HARRIS BANK BARRINGTON, N.A. in its individual capacity, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets of the trust; (ii) any provision of this instrument referring to a right of any person to be indemnified, held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this instrument or the transaction in connection with which this instrument with which this instrument is executed and delivered, shall be construed to be only a right of reimbursement in favor of such person out of the assets of the trust and in no case shall any claim of liability or right of reimbursement be asserted against HARRIS BANK BARRINGTON, N.A. in its individual capacity; (iii) this instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of the Trust and HARRIS BANK BARRINGTON, N.A. hereby warrants that it possesses full power and authority to execute this instrument; and (iv) that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against HARRIS BANK BARRINGTON, N.A. on account of any representations, warranties, indemnities, covenants, undertakings or agreements contained in this instrument, either express or implied or arising in any way out of the transaction in connection with which this instrument is executed and delivered, all such personal liability or responsibility, if any, being expressly waived and released by all other parties hereto and by all persons claiming by, through or under said parties. The parties to this instrument hereby acknowledge that under the terms of the Trust, HARRIS BANK BARRINGTON, N.A. has no obligation or duties in regard to the operation, management and control of the trust property, nor does it have any possessory interest therein; and that said company has no right to any of the rents, avails and proceeds from said trust property. Notwithstanding anything in this instrument contained, HARRIS BANK BARRINGTON, N.A. is not the agent for the beneficiary of said trust; and in the event of any conflict between the provisions of the exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Except as against the trustee, nothing herein contained shall limit the right of any party to this instrument to enforce the personal liability of any other party to this instrument.

SEE EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF

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