

# UNOFFICIAL COPY

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## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELL OAK ESTATES SUBDIVISION

This Declaration, made on the date hereinafter set forth by Chicago Title and Trust Co. as Trustee under Trust Agreement dated May 1, 1985 and known as Trust No. 1087051, its successors and assigns in interest and hereinafter referred to as "Declarant";

### WITNESSETH:

Whereas Declarant is the owner of the following described parcel of land in unincorporated Lemont Township, County of Cook, State of Illinois, hereinafter referred to as the "Subject Property", which Subject Property Declarant desires and intends to submit to the covenants, restrictions and conditions hereinafter set forth:

Lots 1 through 11 both inclusive and Outlot A in Bell Oak Estates, a Subdivision of part of the West half (1/2) of the Northwest quarter (1/4) of Section 25, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois;

Whereas all of the Subject Property is owned by the Declarant and all of said property shall be subject to these written covenants, conditions and restrictions; and,

Whereas the Declaration is made to preserve the quality of the subdivision Subject Property and to provide for the use and maintenance of the lake area located on Outlot A described above; and,

Whereas this Declaration and its provisions shall be deemed a covenant running with the land described above and shall be binding upon and inure to the benefit of all persons or entities having any right, title or interest therein (exclusive of any leasehold interests) or any part hereof and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

### ARTICLE I

#### DEFINITIONS

1. "Owner" shall mean the Declarant, the record title owner, whether one or more persons or entities, of the fee simple title to any of the lots described above but excluding those having such interests merely as security for the performance of an obligation. An Owner shall include the legal title holder or its nominee of any lot but shall exclude such interest held exclusively by virtue of a leasehold interests;

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2. "Lake Area" shall mean Outlot A;
3. "Lot" shall mean all lots in the above described "Bell Oak Subdivision";
4. "Declarant" shall mean Chicago Title and Trust Co. as Trustee under Trust Agreement dated May 1, 1985 and known as Trust No. 1087051 and its successors and assigns;
5. "Subject Property" shall mean all of the lots in the above described "Bell Oak Subdivision";

## ARTICLE II

### PROPERTY RIGHTS

1. Only the Owner of Lots 1 through 5 both inclusive shall have a right of easement and enjoyments in and to Outlot A.
2. Any Owner of Lots 1 through 5 both inclusive may delegate the right of easement and enjoyment in and to Outlot A to family members, tenants, contract purchasers and others who may reside on Lots 1 through 5 both inclusive.
3. No Owner of Lots 6 through 11 both inclusive shall acquire any right of easements or enjoyment in Outlot A even though funds may be paid for its maintenance, nor by accretion, re-election, submergence or changing water levels, nor by adverse possession.

## ARTICLE III

### COVENANTS FOR ASSESSMENTS

1. The Declarant, for each lot owned by the Declarant, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant to pay its proportionate share of the cost of maintaining Outlot A, including any special assessments that may be required. The costs or assessments together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when such assessment became due.
2. Any assessments levied shall be used exclusively for the maintenance of Outlot A and to promote the general health, safety and welfare of the Owners in Bell Oak Estates Subdivision.
3. Each and every Owner of a Lot made subject to this Declaration shall be responsible for the payment of an annual assessment on said lot as determined by the Board of Directors

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(as defined in paragraph 4, below). The total assessment as determined by the Board of Directors shall be divided by the number of lots liable for the payment of assessments in determining the amount due from each Owner. At the option of the Declarant or Board of Directors the annual assessment may be paid in equal monthly installments.

4. Within sixty (60) days after the recording of the Bell Oak Estates Subdivision, Declarant shall cause an Illinois not-for-profit corporation to be formed to which legal title to Outlot A shall be conveyed. Chester Kardas, Muriel Kardas and THEODORE J. KARDAS shall comprise the first Board of Directors and they shall be the incorporators. Three persons shall comprise the Board of Directors, which Directors shall control and maintain Outlot A and determine the total annual assessment. Their term of office shall be for one year. Thereafter future board members shall be selected by the Owners of Lots 1 through 5 inclusive for three year terms on a staggered basis, one term expiring in each of these consecutive years.

5. In addition to the annual assessments authorized above, the Declarant or the Board of Directors may levy special assessments for the purpose of defraying, or in part, the cost of any reconstruction, repair or replacement of Outlot A or any improvements thereon.

6. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Board of Directors or Declarant may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Property. No Owner may waive or otherwise escape liability for the assessments provided for herein due to non-use of Outlot A.

7. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE IV

### DUTIES AND POWERS OF THE BOARD OF DIRECTORS

In addition to the duties and powers inherently charged to and possessed by the Board of Directors under Illinois Law as amended from time to time, the responsibilities and duties of the Board of Directors shall include but not be limited to the following regarding Outlot A:

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As defined in paragraph 4, below, the total assessment as determined by the Board of Directors shall be divided by the number of lots listed for the purpose of assessment in determining the amount due from each owner. At the option of the purchaser or Board of Directors the annual assessment may be paid in equal monthly installments.

4. Within sixty (60) days after the recording of the deed and before the transfer of possession shall issue a list of all lots which are to be included in the assessment. The list shall be prepared by the Board of Directors and shall be subject to the approval of the Board of Directors. The list shall be subject to the approval of the Board of Directors and shall be subject to the approval of the Board of Directors. The list shall be subject to the approval of the Board of Directors and shall be subject to the approval of the Board of Directors.

5. In addition to the annual assessment, the purchaser of the property for the purpose of determining the amount of the assessment, shall be subject to the approval of the Board of Directors and shall be subject to the approval of the Board of Directors.

6. Any assessment not paid within sixty (60) days after the due date shall bear interest from the date of the recording of the deed at the rate of ten percent per annum. The Board of Directors or the Board of Directors may, at its option, suspend the assessment for a period of time if the owner is unable to pay the same. The Board of Directors may, at its option, suspend the assessment for a period of time if the owner is unable to pay the same.

7. The Board of Directors shall have the right to suspend the assessment for a period of time if the owner is unable to pay the same. The Board of Directors may, at its option, suspend the assessment for a period of time if the owner is unable to pay the same.

## ARTICLE IV

### THE BOARD OF DIRECTORS

The Board of Directors shall consist of three (3) members and shall be organized and governed by the Board of Directors under Illinois law. The Board of Directors shall have the authority to suspend the assessment for a period of time if the owner is unable to pay the same.

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1. Own, maintain, and otherwise manage all of Outlot A; trees, shrubs, and other landscaping features which are to be moved, raked, trimmed, cultivated and watered; trails, paths and other private facilities if any, are to be kept in slightly condition.
2. Grant easements where necessary for public utilities over Outlot A to serve both Outlot A and the Subject Property.
3. Maintain such policy or policies of insurance as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interests of the Owners and the Board of Directors.
4. Establish and maintain a working capital and contingency fund with respect to Outlot A in the amount determined from time to time by the Board of Directors. The fund shall be employed by the Board in such manner as it shall deem fit for the purpose of effectuating the objects and purposes of these covenants.
5. Within sixty (60) days after creation of the initial Board of Directors, the Board shall prepare an annual budget, which budget shall be approved or rejected by said Board of Directors at a meeting called for said purpose. The elected Board of Directors shall also be required to prepare an annual budget to be submitted to the Owners.
6. Adopt appropriate By-Laws and provide copies to each Owner.

## ARTICLE V

### USE RESTRICTIONS

1. No residence shall be erected, altered or placed, which is more than two and one-half stories or thirty (30) feet in height, whichever is lesser. No accessory building or structure shall exceed seventeen (17) feet in height unless a greater height is approved in writing by Chester Kardas and Muriel Kardas, or their successors or assigns.

2. It is the intention and purpose of these Covenants to assure that all Residences shall be of a quality of design, workmanship and materials approved by Chester Kardas and Muriel Kardas, or their successors or assigns. All Residences shall be constructed in accordance with the applicable governmental building codes of the County of Cook. The ground floor area of the Residence, exclusive of carports, open terraces and breezeways, shall be:

- (a) Not less than 2,500 square feet of living area for one story units or not less than 3,000 square feet with the attached garage;

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1. The Board shall have the right to acquire, lease, purchase, or otherwise obtain any real property, including but not limited to land, buildings, and other land-carrying interests which are necessary for the operation of the Board.

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(b) Not less than 2,700 square feet combined floor area of living space of more than one-story or not less than 3,200 square feet with the attached garage.

All garages shall be attached to the Residence.

3. 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, and shall have a wearing surface of asphaltic concrete or the equivalent thereof and shall not be located nearer to any side or rear lot line than three (3) feet.

4. No boat, airplane, trailer, truck, house trailer, motorized recreational vehicle, commercial vehicle or snowmobile shall be stored (permanently or temporarily) in the open on any of the Property, except conventional passenger vehicles. The term "Commercial Vehicles" shall include all automobiles, stationwagons, trucks or vehicular equipment which shall bear signs or have printed on the side of same reference to any commercial undertaking.

5. No home occupation or profession shall be conducted in any Residence or accessory building located on the Property.

6. No noxious or offensive activities shall be conducted upon any of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without in any way limiting the effect of the foregoing, the following activities are specifically prohibited:

(a) Unsightly plants or underbrush or plants breeding infectious plant diseases or noxious insects.

(b) The burning of refuse outside a Residence (except as the burning of leaves may be permitted by Ordinance of the County of Cook).

(c) No exterior television antennae, nor exterior antennae of any kind shall be constructed, erected or maintained upon any lot, or the structural improvements thereon.

(d) The hanging of laundry or other articles, or the erection of laundry drying equipment outside of the Residence.

(e) The raising, breeding or maintaining of any livestock, poultry, or animals, excepting therefrom two (2) dogs or cats over four (4) months of age per Residence.

(f) The storage of garbage outside the Residence.

(g) "For Sale" or "For Rent" signs, advertising or other displays on any part of the Property except at such location and in such form as shall be determined by the County of

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(b) Not less than 2,700 square feet comprised floor area of living space of more than one-story or not less than 1,700 square feet with the finished surface.

All changes shall be returned to the Board.

(c) The Board may require and other board member for approval of any change that shall have a purpose of increasing, decreasing or changing the use of the property, and shall have a hearing on the proposed change. The Board may also require the applicant to submit a plan for the proposed change to the Board for its review.

(d) The Board may require, in addition to the requirements of the Board, that the applicant submit a plan for the proposed change to the Board for its review. The Board may also require the applicant to submit a plan for the proposed change to the Board for its review. The Board may also require the applicant to submit a plan for the proposed change to the Board for its review.

(e) No construction or professional shall be conducted in any building or structure located on the property.

(f) The Board may require, in addition to the requirements of the Board, that the applicant submit a plan for the proposed change to the Board for its review. The Board may also require the applicant to submit a plan for the proposed change to the Board for its review.

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(i) In order to determine whether the proposed change is in the public interest, the Board may require the applicant to submit a plan for the proposed change to the Board for its review. The Board may also require the applicant to submit a plan for the proposed change to the Board for its review.

(j) The Board may require, in addition to the requirements of the Board, that the applicant submit a plan for the proposed change to the Board for its review. The Board may also require the applicant to submit a plan for the proposed change to the Board for its review.

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Cook. The right is reserved by the Declarant and Chester Kardas and Muriel Kardas, their successors and assigns, to maintain upon the Property until the sale of the last lot, any advertising signs or banners, if any, and lighting in connection therewith; provided the same is in compliance with the ordinances of the County of Cook.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding 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. No outbuilding shall be erected prior to the erection of the principal residential building.

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

9. The Owner of any of the above lots must commence construction thereon within thirty-six (36) months from the date of closing on any lot. Construction once commenced on a Lot must be completed within twelve (12) months from the date of commencement and the landscaping of said Lot, must be completed within twelve (12) months of the completion of the Residence. During the time period between purchase and construction, the lot owner shall maintain the natural landscaping on the lot with grass not to exceed six (6) inches in height.

10. All Residences, including garages, shall be constructed of new materials only and the exterior of all Residences shall be of brick or stone and the balance of wood or aluminum material.

11. No fence, hedge or wall shall be constructed, erected or maintained upon any Lot without the prior written approval of Chester Kardas and Muriel Kardas, their successors or assigns. Cyclone fences are expressly prohibited on any of the lots.

12. No vehicles shall be parked in the street right-of-way between the hours of 2:00 a.m. and 4:00 a.m.

## ARTICLE VI

### ARCHITECTURAL CONTROLS

It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No construction of a building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration thereto be made (except interior alterations) until the construction plans and specifications prepared by a registered architect and under an architect's seal, showing the nature, kind, shape, height and materials, color scheme, and proposed location on Lot and approximate cost of such building or other structure and the grading plan and landscape plan of the Lot to be built upon shall have been submitted to and approved in writing by Chester Kardas and Muriel Kardas, or their successors or assigns. Chester Kardas and Muriel Kardas, or

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1. The right of access to the highway and driveway...  
...the right of access to the highway and driveway...  
...the right of access to the highway and driveway...

2. The existing driveway shall be moved...  
...the existing driveway shall be moved...  
...the existing driveway shall be moved...

3. The owner of any of the above lots...  
...the owner of any of the above lots...  
...the owner of any of the above lots...

4. All buildings, including garages, shall be constructed...  
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5. No fence, hedge or wall shall be constructed, erected...  
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## ARTICLE VI

### ARCHITECTURAL CONTROLS

7. The purpose of this article is to ensure a sensitive, harmonious...  
...the purpose of this article is to ensure a sensitive, harmonious...  
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their successors or assigns, shall have the right to refuse to approve any such construction plans or specifications, grading plan or landscape plan, which are not suitable or desirable in the opinion of Chester Kardas and Muriel Kardas, or their successors or assigns, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan or landscape plan, Chester Kardas and Muriel Kardas, or their successors or assigns, shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the compatibility with adjacent or neighboring properties. In no instance shall a building of a design exactly the same as any other Lot in the Property be permitted except as permitted by Chester Kardas and Muriel Kardas, or their successors or assigns.

All plans, specifications and other materials pertinent to any proposed construction shall be submitted to the office of Chester Kardas and Muriel Kardas, or their successors or assigns, together with the payment of FIFTY (\$50.00) DOLLARS for approval or disapproval. A report in writing setting forth the decision of Chester Kardas and Muriel Kardas, or their successors or assigns, and the reasons therefore shall thereafter be transmitted to the applicant by Chester Kardas and Muriel Kardas, or their successors or assigns, within thirty (30) days after the date of filing the plans, specifications and other material by the applicant. Chester Kardas and Muriel Kardas, or their assigns, following the submission of the aforesaid, will aid and assist the prospective residents, or their agents, and will make every attempt to reasonably cooperate with the wishes of the Lot Owner. Lot Owners are encouraged to submit preliminary sketches for "informal comment" prior to the submittal of architectural drawings and specifications for full review. In the event: (a) Chester Kardas and Muriel Kardas, or their successors or assigns, fail to approve or disapprove within thirty (30) days after submission, the final plans, specifications or other material, as required in this Declaration; or (b) no suit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval shall not be required, and the related requirements of this Declaration shall be deemed to be complied with.

## ARTICLE VII

### GENERAL PROVISIONS

1. The Declarant, the Board of Directors or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all of these covenants. Failure by the Board of Directors or by any Owner to enforce any provision herein contained shall not be deemed a waiver of the right to do so thereafter.

2. Invalidation of all or any portion of the Covenants, by legislation, judgment or court order shall in no way affect any







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other provisions of these Covenants which shall remain in full force and effect.

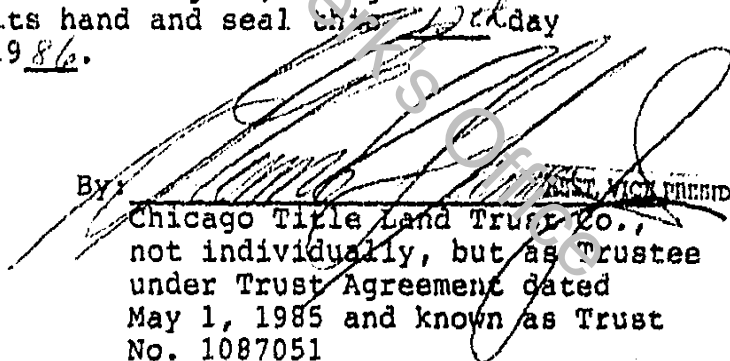
3. The Covenants shall run with and bind the land for a term of twenty (20) years after the date upon which these Covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years upon the majority vote of the Board of Directors.

4. Declarant, or its successors in interest, may amend these Covenants at any time until the last Lot in the Bell Oak Estates Subdivision is conveyed to a third party.

After election of the Board of Directors, these covenants may be amended upon a vote of 9 of the 11 Lot Owners, at a meeting called for the purpose of voting on such amendment. The recital in any such amendment that it has been executed and acknowledged by the specified percentage of Owners shall be conclusive and binding on all Owners. All amendments shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County.

5. This Declaration is executed by Chicago Title Land Trust Co. not personally but as trustee as aforesaid in the exercise of the power of authority conferred upon and vested in it as such Trustee (and said Chicago Title Land Trust Co. possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Chicago Title Land Trust Co. personally to perform any covenant either expressed or implied herein contained.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22 day of November, 1986.

By:  ASST. VICE PRESIDENT  
Chicago Title Land Trust Co.,  
not individually, but as Trustee  
under Trust Agreement dated  
May 1, 1985 and known as Trust  
No. 1087051

Attest:   
ASST. SECRETARY

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shall provisions of these Government which shall remain in full force and effect.

2. The Government shall run with and bind the land for a term of twenty (20) years after the date upon which these provisions are recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless upon the expiration of the period of five years.

3. Hereinafter, a new successor to the Government, or any other person, shall be deemed to have succeeded to the Government if the Government is conveyed to a third party.

4. The Government of the Board of Directors, shall be deemed to have succeeded to the Government if the Government is conveyed to a third party. The Government shall be deemed to have succeeded to the Government if the Government is conveyed to a third party. The Government shall be deemed to have succeeded to the Government if the Government is conveyed to a third party.

5. This Deed is made in full force and effect. This Deed shall be deemed to have succeeded to the Government if the Government is conveyed to a third party. The Government shall be deemed to have succeeded to the Government if the Government is conveyed to a third party.

6. Wherever the word "Government" is used, it shall be deemed to refer to the Government of the Board of Directors, or any other person, who shall be deemed to have succeeded to the Government.

IN WITNESS WHEREOF, the undersigned, being the authorized agent of the Government, has hereunto set hand and seal this 1st day of \_\_\_\_\_, 19\_\_.

ATTEST: \_\_\_\_\_  
Clerk of the Court

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