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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF LONGFIELD HILL SUBDIVISION
AND ADJACENT EASEMENT
BURR RIDGE, ILLINOIS

This Declaration, made this //// day of /////3677 , 1986, by MARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated November 19, 1979, and known as Trust No. 40048 (hereinafter referred to as "Declarant").

For the purpose of insuring the appropriate development of, improvement to, and use of the property comprising the Longfield Hill Subdivision, hereinafter legally described, (the "Property"), and the property dedicated for storm water detention immediately adjacent thereto, hereinafter legally described (the "Easement Property"), the Declarant, record owner of the Property and the Easement Property, hereby declares that the following covenants, conditions, restrictions, reservations and easements shall run with the Property and the Easement Property and shall inure to the benefit of and apply to and bind each owner of the Property and the Easement Property and all successors, heirs, executors and assigns thereof:

1. All lots comprising a part of the Property shall be used for private residence purposes only. No building shall be erected or permitted to remain on any such lot other than one detached single-family dwelling, having an attached garage for the sole use of the owners or occupants of the dwelling.

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- 2. No building shall be erected on any lot comprising a part of the Property, unless such building is erected within:

  - b. All additional setback requirements pursuant to all applicable zoning ordinances of the Village of Burr Ridge; and
  - c. Sideyard setbacks of no less than twenty-five (25) feet.
- 3. Any building or other improvement, including but not limited to a fence, wall, swimming pool, satellite dish or tennis court shall be constructed in a manner and a design consistent with the quality and cost of such improvements on other lots comprising a part of the Property. No building or other improvement, as aforesaid, or any addition, change or alteration thereto shall be made (except interior alterations) without prior approval of its design by Matthew Walsh or Joyce Walsh so long as said Matthew Walsh or Joyce Walsh reside within the Longfield Hill Subdivision.
- 4. No lot comprising a part of the Property shall have the direct access to Plainfield Road.
- A perpetual easement for storm water detention and 5. drainage purposes is hereby grantat to the Village of Burr Ridge and the public generally, in, over, under, through and upon the surface of the areas marked as "drainage easements" on that certain Plat of Longfield Hill Subdivision, recorded 1986 as Document No. 10 10 10 10 and as all casement for storm water detention" on that certain Plat of Easement, recorded \_\_\_\_\_\_, 1986 as Document Easement, recorded \_ No. de 57/17/, both having been recorded with the Office of the Recorder of Deeds of Cook County. No obstruction shall be placed, nor alteration made, which co in any manner impedes or diminishes storm water drainage or detention in, over, under, through or upon said easement areas. As a matter of right, but not duty, the Village of Burr Ridge is hereby granted a perpetual easement in, over, under, through and upon said perpetual easement areas, together with reasonable access thereto, to remove any unlawful obstruction or correct any unlawful alteration or to maintain such easement areas in accordance with the standards hereinafter set forth, and any expenses incurred by said Village in the exercise of said right, including attorney's fees,

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shall be a lien upon the property wherein such obstruc tion was placed or such alteration occurred. addition, the Village of Burr Ridge shall have the right to file suit in any court of competent jurisdic tion to enforce and require the performance of the foregoing provisions of this Declaration and to recover reasonable costs and expenses, together with the reasonable attorney's fees and the costs and expenses of such litigation. Notwithstanding any of the foregoing, it shall be the duty of the fee owner of the property underlying said perpetual easement areas to landscape and maintain such easement area at all times, in accordance with the plans and specifications prepared by Zimmer-Howell Engineering, Ltd., dated March 1, 1985 and as revised on June 15, 1985; October 22, 1985; October 30, 1985; January 30, 1986; February 28, 1986; March 3, 1986; and April 10, 1986; said plans and specifications being incorporated herein by reference.

- 6. The provisions of Paragraphs 4 and 5 of this Declaration may not be terminated, extended, modified or amended without the Written approval of the Village of Burr Ridge.
- 7. The Property comprising the Longfield Hill Subdivision is situated in the Village of Burr Ridge, Cook County, Illinois and is more particularly described as follows:

Lots 1 through 5, Inclusive, in Longfield Hill Subdivision, a Subdivision in the Northwest Quarter of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian, Cook County, Illinois According to the Plat Thereof Recorded (1965) in the Office of the Recorder of Cook County, Illinois.

The Easement Property comprising the easement for storm water detention is situated in the Village of Surr Ridge, Cook County, Illinois and is more particularly described as follows:

That Part of the Northwest Quarter of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian Described as Follows: Commencing at the Northeast Corner of the Northwest Quarter of Section 19, Township 38 North, Range 12, East of the Third Principal Meridian; Thence West Along the North Line of Said Northwest Quarter 1370.96 Feet to the Northwest Corner of Longfield Hill Subdivision and the Point of Beginning; Thence South along the West Line of

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said Longfield Hill Subdivision, 100.0 feet; Thence West 165.0 Feet; Thence North 100.0 Feet to the North Line of the Northwest Quarter of Said Section 19; Thence East Along Said North Line 165.0 Feet to the Point of Beginning, in Cook County, Illinois.

HARRIS TRUST AND SAVINGS BANK, as Trustee Under Trust Agreement dated November 19, 1979 and Known as Trust No. 40048, and Not Individually

VICE PRESIDENT ATTEST: STATE OF ILLINOIS SS COUNTY OF COOK in and for said County, in the State aforesald, do hereby certify that () (UILLIAL DERCE) and KENNEGER DESCRIPTION VICE PRESIDENT and Assistant Secretary respectively, the HARRIS TRUST AND SAVINGS BANK , personally known to me to of be the same persons whose names are subscribed to the foregoing instrument, as such VICH PERSIDENT and Advision County instrument, as such respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said <u>Assistant Secretary</u> and purposes therein set forth. GIVEN UNDER my hand and seal this 10 day of Moure milled 1986. My commission expires:

My Commission Expires February 19, 1990

anythme he control to the company of the while in lent purports are the recovered indemnd es, unor rickings or that Bank are neverthelest, each inches personal managing remaining the second with the objection from a consist of the but are not have a conserve the trust property in executed and he signifies the right, but to specialize a record of the of the land trief ap e. responsibility a strain 4 by against the Harry Trees on account of any coundertakings or tyre in all implied, at such as a second released by the other parameters by, through, or ender cold, acknowledge that upon notice interest therein was my cost or perand sitacred, from said from a Instrument consenses a colorer to diagrathe beautists of the following the provided of the message consists providens of this paragraph of the

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Box 324 (377)