87226996 #28

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
87TH STREET
COOK COUNTY, ILLINOIS
DATED MARCH 25, 1987
AND RELATING TO 2.390 ACRES (more or less)

87226996

THIS DECLARATION, made this 25 day of March, 198 87, by OAK MANAGEMENT SERVICE COMPANY, INC., a Delaware Corporation (hereinafte referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the record owner of the real property described in Article I of this Declaration; and

WHEREAS, Declarant is desirous of subjecting said real property described in Article I to the restrictions, covenants, conditions, reservations and easements (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, Declarant hereby declares that the real property described in Article I hereof is, and shall be held, transferred, sold, conveyed and occupied, subject to the Covenants hereinafter set forth.

ARTICLE I

Property Subject to this Declaration

The property which is held and shall be conveyed, transferred sold and occupied, subject to the Covenants set forth herein in the various Articles and sections of this Declaration is situated in Cook County, Illinois, and is more particularly described as:

See, Description on p. 2

THIS DOCUMENT PREPARED BY: Ellen P. Brewin
William H. Pokorny and Ass., Ltd, 100 W. Plainfield Rd., LaGrange, Ill. 60525
RETURN TO: W.H. Pokorny + Ass., 100 W. Plainfield, LaGrange, Ill. 60525

87226996

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE NORTH 0 DEGREES-18'-43" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 508.00 FEET, TO A POINT WHICH IS 826.17 FEET SOUTH, AS MEASURED ALONG SAID WEST LINE, OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES-33'-17" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 232.23 FEET TO THE CENTERLINE OF A 50 FOOT EASEMENT AS PER DOCUMENT 23152192; THENCE SOUTHWESTERLY ALONG LAST SAID CENTERLINE ALSO BEING A NON-TANGENT CURVE TO THE RIGHT (CONCAVE WESTERLY), HAVING A TANGENT THAT BEARS SOUTH 4 DEGREES-01'-27" EAST AND A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 407.87 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING ALONG SAID CENTERLINE, ALONG A CURVE TO THE RIGHT (CONCAVE NORTHWESTERLY), HAVING A TANGENT THAT BEARS SOUTH 19 DEGREES-20'-41" WEST AND A RADIUS OF 190.00 FEET, AN ARC DISTANCE OF 142.81 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 89 DEGREES-33'-17" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 89.72 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 18 31 402 004 W/2 SE 1/4

PROPERTY ADDRESS: 87th St, between Wolf + County Line Rds • Hinsdale, Ill.

87226996

87226996

ARTICLE II

General Purposes of this Declaration

The real property described in Article I hereof is subjected to the Covenants hereby declared to insure the proper use and appropriate development of and improvements to the above described property and every part thereof; to protect the owners of the property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage and secure the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements, and in general to provide adequately for a residential subdivision of the highest quality and character and the preservation of natural resources and environment.

ARTICLE III

Definitions

Section 1. "DECLARANT": OAK MANAGEMENT SERVICE COMPANY, INC., a Delaware Corporation.

Section 2. "BASEMENT": A portion of the building located partly underground, but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

Section 3. "BUILDABLE AREA": That portion of a lot which meets at least the minimum width requirements and set-back lines of the district within which it is located.

Section 4. "BUILDING": Any structure having a roof supported by columns or walls and intended for shelter, housing or enclosure of any person, animal or chattel.

Section 5. "BUILDING ACCESSORY": A subordinate building or portion of a principal building, the use of which is incidental to that of the principal building and customary in connection with that use.

Section 6. "BUILDING HEIGHT": The vertical distance from the curb level to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or the mean height level between eaves and ridge for gable, hip or gambrel roofs. Chimneys and ornamental architectural projections shall not be included in calculating building height.

Section 7. "CELLAR": The portion of a building located partly or wholly underground and having half or more than half of its clear floor-to-ceiling height being below the average grade of the adjoining ground.

Section 8. "DEVELOPER": ~~Vincent DiTommaso~~ Thomas W. Redfern II.

Section 9. "DWELLING": A residential building or portion thereof, but not including hotels, motels, rooming houses, nursing homes, tourist homes or trailers.

Section 10. "FAMILY": One or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all related, together with his or their domestic servants, maintaining a common household in a dwelling.

Section 11. "FRONT BUILDING LINE": A line on a lot as delineated in a recorded Plat of Subdivision which denotes the required depth of a front yard.

Section 12. "LOT": A parcel of land under common fee ownership, occupied by or intended for occupancy by one dwelling and having a frontage upon a street. Therefore, a "lot" may or may not coincide with a lot of record.

Section 13. "LOT AREA": The area of a horizontal plane, bounded by the vertical plane through front, side and rear lot lines.

Section 14. "LOT WIDTH": The minimum horizontal distance between the side lot lines of a lot measured at the narrowest width within the buildable area.

Section 15. "PARKWAY": The unpaved strip of land within a street right-of-way and which is parallel to the roadway.

Section 16. "RECREATIONAL VEHICLE": Every vehicle originally designed or permanently converted and primarily used for living quarters or for human habitation and not used as a commercial vehicle, including any house car, house trailer, camper or private living coach.

Section 17. "STORY": That portion of a building other than a cellar, included between the surface of the floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling above. The floor of a story may have split levels provided that there are not more than four (4) feet difference in elevation between the different levels of the floor. A basement shall be counted as a story and a mezzanine floor shall be counted a story when it covers over one third the area of the floor next below it, or the vertical distance from the floor next below it to the floor next above it is twenty-four (24) feet or more.

Section 18. "STORY HALF": A partial story under a gable,

hip or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than three feet above the floor of such story, except that any partial story used for residence purposes, other than for a janitor or caretaker or his family occupying the floor immediately below it shall be considered a fully story.

Section 19. "STRUCTURE": Anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be construed to be a separate structure.

Section 20. "LOT LINE, SIDE": Any interior lot line which is not a front or rear lot line.

ARTICLE IV

General Restrictions

Section 1. LAND USE AND BUILDING TYPE. The above-described property is comprised of one Lot which is legally described in Article I herein (the "Lot"). The Lot shall be used for private residence purposes only. No building, except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, altered, placed or permitted to remain on the Lot other than one detached single-family dwelling, designed by a licensed architect and used as a single-family dwelling, and having either an attached and/or detached garage(s) for the sole use of the owners or occupants or owner('s) family of the dwelling. Said garages may have living quarters in connection therewith for the sole use of the owners or occupants, or owner('s) family, but shall not be used for rental purposes. Other accessory buildings and structures may be erected in such manner and on such locations only as hereinafter provided.

Section 2. **BUILDING HEIGHT AND FRONT LINE.** No dwelling shall be erected, altered or placed, which is more than three stories or thirty-two (32) feet in height, whichever is less. No Building Accessory or Structure shall exceed twenty-seven (27) feet in height unless a greater height is approved in writing as hereinafter provided. No dwelling shall be erected, altered or placed, which has less than one-hundred (100) feet of a Front Building Line as defined in Article III, Section 11 herein, and less than fifty (50) feet of side lot line as defined in Article III, Section 20, herein. In any event, no dwelling shall be located on the above described property nearer than one hundred (100) feet from the centerline of any ingress-egress easement abutting the property.

Section 3. **DWELLING COST, QUALITY AND SIZE.** It is the intention and purpose of these Covenants to assure that all dwellings shall be of quality design, workmanship and materials approved pursuant to the provisions under Section 18 of this Article IV. The floor area of each dwelling, exclusive of garages (with or without attached living quarters), open porches, carports and breezeways, shall be no less than designated below for the respective type of dwelling so designated:

A.	One-Story residences	- 4,000 square feet of living area.
B.	Two or Three-Story residences	- 3,000 square feet of living area on main level, 4,000 square feet of total living area.
C.	Hillside ranch	- 4,000 square feet of living area on main living level.
D.	Split level residences	- 3,000 square feet of living area on main level, 3,000 square feet of living area above grade, 4,000 square feet of total living area.

Section 4. **LOCATION ON LOT.** Swimming pools, tennis courts, air conditioners or other equipment shall be screened from the interior street by a wall, screened fence, evergreen hedge or visual barrier and placed in the rear of the dwelling as approved in writing by Developer, and provided further that the same are

otherwise in conformance with the ordinances, rules and regulations of Cook County. Any exterior light sources shall be covered and shaded as approved in writing by Developer.

Section 5. EASEMENTS AND STREET RIGHTS OF WAY. In various recorded Plat(s) covering the above-described property together with other property, Declarant and/or a predecessor in title has granted easements for ingress and egress to owners of said property and their successors and assigns which are legally described on said recorded Plat(s) and/or Document (s) No. 23152192 Cook County, Illinois, Recorder of Deeds. Within the easement areas, no permanent buildings or other material shall be placed or permitted to remain unless otherwise provided herein. There shall be no obstructions which shall retard or change the dimensions, course and direction of the pavement in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot.

Section 6. LANDSCAPING. It shall be the responsibility of the Lot owner who constructs a dwelling thereon to properly landscape and maintain said lot.

Section 7. NATURAL DRAINAGE WAYS. Where there exists on the Lot a condition of accumulation of storm water remaining over an extended period of time, the Lot owner may take such steps as shall be necessary to remedy such condition, provided that no obstruction or diversion of existing storm water drainage swales and channels over and through which surface storm water naturally flows upon or across any lot shall be made by the Lot owner in such manner as to cause damage to other property, and provided further that the same are otherwise in conformance with the ordinances, rules and regulations of Cook County and any other governmental agencies which have or may have jurisdiction over matters concerning storm water, its retention, drainage and the like.

Section 8. UNDERGROUND WIRING. No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in the above-described property other than within buildings or structures or attached to their walls unless the same shall be contained in conduits or cables approved by Developer, and provided said conduits or cables are constructed, placed and maintained underground.

Section 9. DRIVEWAYS AND SIDEWALKS. Access driveways and other paved areas for vehicular and pedestrian use on the 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. Plans and specifications for driveways, culverts, sidewalks, pavement edgings or markers shall be approved in writing by Developer.

Section 10. HOME OCCUPATIONS. No home occupation or profession shall be conducted or maintained in any dwelling or accessory building thereto located in the above-described property. This Section shall not be construed in such a manner as to prohibit an owner from maintaining his personal professional library therein, keeping his personal business or professional records or accounts therein or handling his personal business or professional telephone calls or correspondence therefrom.

Section 11. RESTRICTIONS ON VEHICLES. No boat, airplane, trailer, truck, housetrailer, recreational vehicle, commercial vehicle or snowmobile shall be stored permanently or temporarily, except within an enclosed garage, on the property described under Article I of this Declaration or any part thereof. Conventional passenger vehicles of the Lot owner, dwelling occupants and/or their guests shall be permitted to be parked on said owner's or occupant's driveway. The parkway shall not be used for the parking of any private or commercial vehicles, boats, trailers, trucks, recreational vehicles or snowmobiles. As used herein, the

term "commercial" shall include, without limitation, all automobiles, station wagons, trucks or vehicular equipment bearing signs or which have printed thereon some reference to any commercial undertakings, or which contain commercial equipment open to public view.

Section 12. NOXIOUS OR OFFENSIVE ACTIVITIES. No noxious or offensive activity shall be carried on, in or upon any premises, 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) The introduction or maintenance of unsightly plants or underbrush or plants breeding infectious plant diseases or noxious insects upon any part of the Lot.

(b) The burning of refuse outside a living unit (except as the burning of leaves and ground brush may be permitted by Cook County or the State of Illinois).

(c) The storage of garbage outside the dwelling.

(d) Oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, nor shall any derrick or other structure designed for use in boring for oil or natural gas be erected, maintained or permitted upon any lot.

Section 13. SWIMMING POOLS. In-ground pools, subject to the approval of the Developer, are allowed. No above-ground pools will be permitted.

Section 14. ANTENNAS AND ROOFS. Exterior antennas will not be permitted. Flag poles are permitted, provided the pole is non-metallic and is not more than twenty-five (25) feet in height, unless otherwise approved by Developer. Roofs shall be of cedar shake construction.

Section 15. LAWN CARE AND WEED CONTROL. The owner(s) of the Lot improved with a dwelling constructed thereon shall be required to maintain their property in regard to lawn mowing and weed control. Owner(s) of an unimproved lot are required to keep the weeds cut between the first of May and the thirtieth of September of each year.

Section 16. CONSTRUCTION EQUIPMENT. All equipment which is not rubber tired and which is used in excavating or construction shall only be loaded or unloaded within the boundary lines of each respective lot where said excavating or construction is being performed. The owner(s) shall remove all debris and waste from the ingress and egress easement as described in Article IV, Section 5 herein, located on their Lot.

Section 17. TEMPORARY STRUCTURES. No trailer, basement of an uncompleted building, tent, shack, barn, garage (except as permitted in Section 1 of this Article IV), and no temporary building or structure of any kind shall be used at any time for a residence, either temporarily or permanently. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling, and such buildings or structures shall be removed upon the completion of construction.

Section 18. ARCHITECTURAL AND LANDSCAPING CONTROLS. It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration thereof be made, except

interior alterations, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, 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 Developer. Developer 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 Developer, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan or landscape plan, Developer 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 view from adjacent or neighboring properties. In no instance shall a building of a design exactly the same as any other in the above-described property be permitted except as approved by Developer.

All plans, specifications and related documents required hereunder shall be filed with Developer prior to application for building permits. A report in writing setting forth the decision of Developer, and the reasons therefor, shall thereafter be transmitted to the applicant by Developer within fifteen (15) days after the date of filing the plans, specifications and other material by the applicant. Developer will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval. In the event: (a) Developer fails to approve or disapprove within fifteen (15) days after receiving 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 requirements of this Section 23 of this Declaration shall be deemed to be complied with.

Section 19. DEVIATIONS BY AGREEMENT WITH DEVELOPER. Declarant hereby grants to Developer the right to enter into agreements with the grantee of the Lot (without the consent of grantees of other lots or adjoining or adjacent property) to deviate from any and all of the covenants set forth in this Article IV, provided, however, 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 real property in the above-described property.

ARTICLE V

General Provisions

Section 1. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in Paragraph 2 of this Article V for the initial period of thirty (30) years from the date hereof and thereafter for successive periods of twenty-five (25) years each.

Section 2. The Covenants herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through or under them. Declarant, Developer, and each owner or owners in fee simple of any of the land referred to under Article I of this Declaration shall, from time to time, have the right, jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been construction or partial construction on any lot of any structure which is and remains in violation of the Covenants above set forth, or any of them, for a period of thirty (30) days after receipt of written notice of such violation from Developer by the

owner of such lot, then Developer shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant, Developer or its or their successors or assigns, or any such owners, to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

Section 3. The record owner(s) in fee simple of the Lot may revoke, modify, amend or supplement, in whole or in part, the Covenants and conditions set forth in this Declaration and may release from any part or all of said Covenants all or any of the real property subject thereto, but only at the following times and in the following manner:

(a) Any such change or changes may be effective at any time after ten (10) years from the date of recording of this Declaration if the record owner(s) in fee simple of said Lot consents thereto;

(b) Any such change or changes may be made effective at the end of an initial thirty (30) year period after recording of this Declaration, or any successive twenty-five (25) year period, if the record owner(s) in fee simple of said Lot consents thereto at least five (5) years prior to the end of any such period;

(c) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the

Office of the Recorder of Deeds of Cook County, Illinois.

A recordable certificate by an accredited abstractor of title or title guaranty company doing business in Cook County, Illinois, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this Section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms, and corporations then owning property in the above-described property, and shall run with the land and bind all persons claiming by, through or under any one or more of them.

<u>Section 4</u>. All Covenants and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds in trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in the above-described property, and none of said Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed in trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or if sold under foreclosure of any mortgage or under the provisions of any deed in trust in the nature of a mortgage or under any judicial sale, any purchaser at such sale, his 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.

<u>Section 5</u>. 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 6. Declarant hereby grants to Developer, subsequent to the sale of the Lot comprising the property described herein, the right to assign and delegate Developer's respective rights and duties under these covenants to any not-for-profit corporation henceforth duly organized, pursuant to statute, for the general benefit of those persons having membership rights therein by virtue of their ownership of said Lot and for the administration of those matters related to what is commonly known as a homeowner's association.

Section 7. In the event there is at any time a conflict between any provision of this Declaration, and any provision of any then effective ordinance, rule or regulation of Cook County, Illinois, or other governing governmental body, the ordinance, rule or regulation of Cook County, Illinois shall prevail, but only to the extent that it is more restrictive than this Declaration.

Section 8. Neither Developer, nor its officers, agents or employees shall be personally liable under this Declaration for any mistake of judgment or for any acts or omissions made in good faith under the Covenants of this Declaration. Any agreement made by Developer, its officers, agents or employees in connection therewith shall provide that neither Developer, nor its officers, agents or employees shall have any personal liability thereunder.

This Declaration is executed by Thomas Rediehs as aforesaid, in the exercise of the power and authority conferred upon and vested in him as President (and Thomas Rediehs hereby warrants that he possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that Thomas Rediehs, as President as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the above described property to the terms of this Declaration.

87226996

OAK MANAGEMENT SERVICE, INC.

By: Thomas W. Rediehs Pres.
Thomas Rediehs, President

ATTEST:

x Judith M. Rediehs Sec.

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1987 APR 29 AM 10: 30

87 226996

87226996

87226996

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 the above-named _____ President and _____ Secretary of the Declarant, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary 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 company for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that said _____ Secretary, as custodian of the corporate seal of said company, caused the corporate seal of said company to be affixed to said instrument as said _____ Secretary's own free and voluntry act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day of March, 1987

(Notarial Seal)

Ellen P. Brewin
Notary Public

OFFICIAL SEAL
ELLEN P BREWIN
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXP. OCT 20,1990