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Covenants and Restrictions for Woodland Estates

-88-421168

THIS DECLARATION, made on the date hereinafter set forth by STATE BANK OF COUNTRYSIDE, not individually, but as Trustee under the Trust Agreement dated May 29, 1987, and known as Trust Number 87-301 (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of certain real property legally described as follows:

SEE ATTACHED COH 817

• DEPT-01 RECORDING	\$16.00
• T#2222 TRAN 8410 09/14/88 15:44:00	
• #3032 # B *-88-421168	
• COOK COUNTY RECORDER	

WHEREAS, Declarant is desirous of creating and implementing a general plan for the harmonious development of the Property by subjecting the Property to the easements and covenants and restrictions hereinafter provided for;

WHEREAS, Declarant is desirous to preserve upon the property through its planning and layout, the natural terrain and the natural character of the existing woods and meadows, and, further, to provide for the harmonious development of a single-family community by the imposition of covenants and restrictions, as hereinafter set forth, for the benefit of the real estate and the owners thereof; and

WHEREAS, Declarant intends, from time to time, to execute and record certain "Declarations of Inclusion", pursuant to the terms of which additional lands adjacent to the Property may be annexed and subjected to the provisions of this Declaration.

NOW, THEREFORE, Declarant declares as follows:

The Property, and additional lands upon the execution and recording of any such Declaration of Inclusion as described above, shall be held, transferred, sold, conveyed and occupied subject to the easements and covenants and restrictions hereinafter provided for, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements and covenants and restrictions shall run with the subject Property as part of a general plan of development and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

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ARTICLE I DEFINITIONS

1. "Property" shall mean and refer to the real estate legally described above and such additional lands as are, from time to time, annexed and subjected to the provisions of this Declaration pursuant to the terms of a Declaration of Inclusion.
2. "Building Site" shall mean and refer to any part of the Property intended for the erection of a single family residence in conformance with the requirements of this Declaration.
3. "Committee" shall mean and refer to the Architectural Review Committee or its assignees or successors.
4. "Declaration" shall mean and refer to this Declaration and any amendments thereto.
5. "Declarant" shall mean and refer to STATE BANK OF COUNTRYSIDE, as Trustee under Trust Agreement dated May 29, 1987, and known as Trust Number 87-301, or its successor(s) assignee(s) or assigns.
6. "Ordinance" shall mean and refer to the applicable Government Building and Zoning ordinances in effect from time to time.
7. "Owner" shall mean and refer to the record owner of a fee simple title to any Building Site, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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BOX #49

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ARTICLE II ANNEXATION OF ADDITIONAL LANDS

If at any time within ten (10) years from the date of the recording of this Declaration, the Declarant shall undertake to develop any lands adjacent to the Property, then such lands may be annexed and subjected to the provisions of this Declaration by recording in the office of the Recorder of Deeds of Cook County, Illinois a Declaration of Inclusion pursuant to the terms of which such lands shall be annexed and subjected to the provisions of this Declaration. It is understood that more than one Declaration of Inclusion may be so recorded. Upon the expiration of said ten (10) year period, the right to annex such additional lands shall expire if such annexation has not occurred. The rights and obligations set forth in this Article II are easements appurtenant, attaching to and running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, successors, personal representatives and assigns, perpetually in full force and effect. Declarant's opinion as to whether land is adjacent to the Property shall be determinative with respect to that issue.

ARTICLE III LAND USE AND BUILDING TYPE

1. No Building Site may be improved, used or occupied for other than private residence purposes and is hereby restricted to use as residence for a single family by the Owner and the Owner's family, their heirs, successors and assigns. No business or trade of any kind shall be carried on elsewhere on any Building Site.

2. No building, foundation or other structure, nor any part thereof shall be located on a Building Site (a) nearer than 30 feet to a dedicated street, (b) shall conform with all building ordinances of the City of Hickory Hills. Notwithstanding the foregoing, the Committee described herein shall have the right to impose greater or lesser restrictions and to determine which restriction applies to any boundary.

3. No residential structure shall be permitted on any Building Site unless it meets the minimum applicable Government Building and Zoning Ordinances, and in no event shall a residential structure be permitted if it contains in cases of a one-story residence less than 2,000 square feet, or in cases of a two-story residence less than 2,500 square feet of living area. For purposes hereof, living area shall not include subgrade, basement or garage areas of any proposed residential structure.

4. Access driveways and other paved areas for vehicular use on a Building Site shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of asphalt or concrete. Plans and specifications for driveways, including driveway layout, pavement piping or barriers shall be as approved in writing by the Committee.

5. Each and every Owner, at each Owner's expense, shall be responsible for the regular maintenance of parkways located between their Building Site and edges of street pavements adjacent thereto as well as any water courses located on their Building Site.

6. Each owner shall install a free-standing mail box of a type which shall be in a location acceptable to the U.S. Post Office. Approved sidewalks are also required along parkways.

7. At the time of the initial closings of each lot, the owner shall deposit in escrow with Thomas F. Courtney, J. Associates the sum of \$1,000.00 to be held until the completion of a sidewalk on each lot. Upon verification of the completion of the sidewalk and satisfactory inspection by the lot, if desired, Public, said deposit shall be released to the owner. If an owner fails to complete a sidewalk as required by the City, Corrib Construction shall have the right to complete the sidewalk and charge the cost to said escrow. Any excess or deficiency of said deposit shall be adjusted between the owner and Corrib Construction.

ARTICLE IV GENERAL RESTRICTIONS

1. Ungainly Structures: No tower or laundry-drying equipment shall be erected or used outdoors, whether attached to a building or structure, or otherwise. Flag poles are permitted provided the pole material is not to exceed five feet in height. Satellite dish antennae are not permitted.

All plumbing stacks are to be carried to the top of the roof peak and located in the rear of the house where architecturally possible. Roof ventilators are preferred to be located in the gable ends, the soffit, or some other areas removed from public view. Free-standing air conditioners shall be placed to the side or rear of the building and shall be properly landscaped from streetview. No "For Sale" signs shall be placed on vacant Building Sites by original purchasers, successors or brokers representing any Owners or purchasers, while the Declarant still has Building Sites for sale.

During construction of a residence, no advertising signs are permitted other than those approved in writing by the Committee. The expressed intention of any signs that will be approved will be for the purpose of identifying the job

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giving the name of the general contractor and/or architect. After construction of a residence has been substantially complete, any such sign shall be removed immediately. The size of such signs shall not exceed 12 square feet.

While excavation and concrete work is in progress, all vehicles will use the designated area for entrance and exit to building. General contract will install large visible stakes at edge of road before any construction is started. This is necessary to protect the edge of roads. This staked area should also be your permanent driveway entrance. Do not drive off street to building through and in order to save walking. Concrete trucks will not wash out or dump excess concrete anywhere but immediately next to building. From start of construction, a dumpster must be ordered and stay on site. All construction debris from all trades plus lunch bags, papers, cans, garbage, etc., will be deposited in dumpsters daily. Clean streets and construction sites are as important now to your neighbors as they will be for you in the future.

2. Exception: The restrictions set forth in this Declaration shall not be construed in such a manner as to prohibit an Owner from (a) maintaining his professional library therein; (b) keeping his personal or professional records or accounts therein, or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared *customary*, incident to the principal residential use and not in violation of any provision of this Declaration.

ARTICLE V BUILDING APPROVAL AND LANDSCAPING APPROVAL

1. Architectural Review Committee: No construction, nor any other improvement, shall be commenced on any Building Site unless and until (a) plans, sketches of four major elevations and complete specifications of exterior materials, together with a survey or site plan showing the location of the contemplated improvements and proposed landscaping upon the Building Site, shall have been submitted to the Architectural Review Committee (herein referred to as the "Committee") for its review and approval, and (b) the Committee, its designees or its successors shall have in writing, approved the architectural style and materials to be used with respect to any contemplated construction or improvement as well as the landscaping and the location of all structures upon each Building Site, for the purposes of assuring that each structure will be compatible with the environment, enhance and protect the value of the Property. Such approval shall not be arbitrarily, capriciously or unreasonably withheld. All submissions shall be in form and content acceptable to the Committee and drawn to a scale as specified by the Committee from time to time. The Committee may, at its discretion, provide and formulate its own rules and bylaws for its own succession. The Committee shall be officers of Woodland Estates Development Corporation and such other members, as designated by Declarant or the Committee's initial members.

2. Design Principles: All dwellings shall be constructed in accordance with any applicable Ordinance and with more restrictive standards than may be required by the Committee as provided for hereunder. Setbacks and the elevation of the top of the foundation wall, as well as the lowest opening in the foundation wall, of each structure must be approved in writing by the Committee before construction is started. When possible architecturally, garage doors should be positioned so as to not face the street. Flat, low profile roof designs are generally considered objectionable to the committee and not in keeping with the intent of these covenants and restrictions. A roof pitch of not less than 6/12 for one-story residences, 5/12 for residences other than one story shall be permitted, and roofs commonly known as "mansard" are objectionable. In order to maintain proper architectural mix of desirable housing styles, it is policy that no two (2) structures of similar construction style and color be next to one another, nor closer than 150 feet as measured from either direction along any street immediately adjacent to the first structure itself. Should structures of similar construction styles be built closer than aforesaid, it shall be the minimum policy of the Committee to require distinctly different brick color and/or elevation changes to assure significant visual distinctions in design and identity. In keeping with the character of the neighborhood, preference shall be given to building and roof colors embracing earth tones. Asphalt roof colors in light blue, light green and very light brown or combinations of these colors are not in keeping with the intent of these restrictions and covenants. Preferential approval shall be given to roof designs embracing wooden cedar shingles, "Half-park" quality shingles, or tile (slate, concrete or clay). Garage doors shall not have distinctive paintings or logos painted thereon and the actual style thereof shall be approved in writing by the Committee. Examples and names of exterior brick, windows, siding, trim and roofing materials and color schemes (appropriately labelled) photographs, brochures, or actual material samples are acceptable.

3. Landscape: No Building Site is considered to be complete without proper landscaping. It is as important to secure the services of a competent landscape architect as it is to engage the services of a house architect. Any Building Site sold and improved with a dwelling shall have at least the front half of the Building Site plus the walkway properly landscaped within 60 days of completion of said dwelling. A properly enclosed service area should be constructed to screen garbage cans, etc. from the view of adjoining home sites.

4. Duration and Charges: The duration of these covenants and restrictions as to the Architectural Review Committee shall last for a period not greater than five (5) years, with the understanding that on or before the end of five (5) years from recording these covenants and restrictions, the Committee, its designees or successors thereto shall vest their power in a designated successor committee consisting of three (3) Owners and this successor committee shall have all approvals previously to be made by the original Committee. The Committee shall have the right to assess a review fee, the cost of which shall not exceed \$250.00 per Building Site, and assessments to enforce the provisions hereof and otherwise maintain the harmonious development of the Property.

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ARTICLE VI EASEMENTS

Easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water, gas, electric, telephone or other public utility services and for drainage, surface drainage swales and detention, may be granted at any time by the Declarant, along the perimeter of any Building Site and in the case of drainage easements along the path of existing water courses. Grants of easements not exceeding ten (10) feet in width shall be deemed reasonable, although wider easements may be granted when appropriate.

The Declarant, and any party for whose benefit an easement is granted, shall at all time have the right of ingress and egress over any such easements for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting the easement and/or its equipment.

The Declarant, and any party for whose benefit an easement is granted pursuant to the terms hereof, shall have the right to do whatever may be required for the enjoyment of the easement rights herein granted, including the right to clear said easement area of trees, or shrubs, or debris, or any building, fence, structure or paving erected on or installed within the easement areas, and no charge, claim or demand may be made against the Declarant and any party for whose benefit easements are granted.

All easements herein described shall be easements appurtenant, running with the land; they shall at all times insure to the benefit of and be binding on the Declarant, all of its grantees, and their respective heirs, successors, personal representatives and assigns, severally in full force and effect.

ARTICLE VII DEVIATIONS BY AGREEMENT WITH DECLARANT

The Declarant hereby reserves the right to enter into agreements with the grantee of any Building Site, without consent of grantees of other Building Sites, 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 remainder of the Property.

ARTICLE VIII GENERAL PROVISIONS

1. Generability and the Rule Against Perpetuities: If any of the restrictions, privileges, covenants, or rights created by this instrument would otherwise be unlawful or void, or violation of statutory provisions, the rule restricting restraints on alienation, or any other statutory or common law rules respecting time limits, then notwithstanding any other provision herein contained to the contrary, such provision shall continue only until twenty-one (21) years after the death of the now living, lawful, lineal descendants of Ronald Reagan, President of the United States of America.

2. Enforcement: The enforcement of the provisions of this Declaration shall be vested in Declarant and any Owner and enforceable in any court of competent jurisdiction which can issue sufficient equitable relief to prevent or restrain the violation of any of the provisions contained herein. The failure to enforce any violation of a provision contained herein at the time of the actual violation shall not constitute a waiver of the right to enforce such covenants and restrictions at a subsequent date in any court of competent jurisdiction by any such Owner. Except as against the Declarant and the Committee, or either of their successors, the prevailing party in any action suit shall be entitled to reimbursement for court costs and reasonable attorney's fees from the other party.

3. General Construction: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the harmonious development of the Property.

4. Headings and Gender: The headings and captions contained in this Declaration are inserted for convenience of reference only and shall not be deemed to construe or limit the Articles or Paragraphs to which they apply. The word "his", whenever used in this Declaration shall include the masculine, feminine, and neuter pronouns.

5. Conflict Between Declaration and Ordinances: In the event there is at any time a conflict between any term or provision in this Declaration and any provision of any then applicable Government ordinance, rule or regulation, the ordinance, rule or regulation then in effect shall prevail, but only to the extent it is more restrictive than the pertinent term or provision contained in this Declaration.

6. Rights of Mortgage: 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 Property, so that 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.

7. Invalidity: The invalidity of any covenant, restriction, condition, limitation or other provision in this instrument, or any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this instrument.

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EXHIBIT

LOTS 1 THROUGH 33, INCLUSIVE, IN WOODLAND ESTATES, BEING A SUBDIVISION OF THE WEST 753 FEET OF THE NORTH 103.01 FEET OF THE NORTH 10 ACRES OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 3, AND THE SOUTH 15 ACRES OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 3 (EXCEPT THAT PART FALLING IN FOREST HILLS, A SUBDIVISION OF PARTS OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER THEREOF) IN TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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