

88438272

VILLAGE OF LEMONT  
418 MAIN ST.  
LEMONT, IL. 60439  
257-1630

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BELL OAKS SUBDIVISION

This Declaration, made on the date hereinafter set forth by Bell Oak Development Corp. their successors and assigns in the interest and hereinafter referred to as "Declarant";

WITNESSETH:

Whereas Declarant is the owner of the following described parcel of land in the village of Lemont, 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 15 both inclusive and Outlot A in Bell Oaks being a subdivision of Lot "A" (Except the west 150 feet of that part lying south of Lintz Street) in Lintz Subdivision of part of lot 10 in the county clerks division of section 29, Township 37 North, Range 11 east of the third principal meridian according to the plat thereof recorded April 12, 1892, as document No.1642857 in Cook County Illinois, FIN 22-29-226-004

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Whereas all of the Subject Property is owned by Bell Oak Development Corp. 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 detention 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 interest) or any part hereof and their respective heirs legatees, devisees, personal representatives, successors and assigns.

ARTICLE 1

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 interest 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 interest;

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2. "Detention Area" shall mean Outlot A;
3. "Lot" shall mean all lots in the above described "Bell Oaks Subdivision";
4. "Declarant" Shall mean Bell Oak Development Corp. and their successors and assigns;
5. "Subject Property" shall mean all of the lots in the above described "Bell Oaks Subdivision";
6. B.O.D. shall mean Bell Oak Development Corp.

## ARTICLE II

1. Only the owners of Lots 1 through 15 both inclusive shall have a right of enjoyment and maintaining of Outlot A.
2. Any Owner of Lots 1 through 15 both inclusive may delegate the right of enjoyment and maintaining Outlot A to family members, tenants, contract purchasers and others who may reside on Lots 1 through 15 both inclusive.

## ARTICLE III

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 cost or assessments together with interest, cost, and reasonable attorney's fees shall be a charge on the land as shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, cost 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 assessment 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 Oaks 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 (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 will be paid yearly on Jan 1st.

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4. Within sixty (60) days after the recording of the Bell Oaks Subdivision, Declarant shall cause an Illinois not-for-profit corporation to be formed to which legal title to Outlot A shall be shall be conveyed. Muriel Kardas, Theodore J. Kardas and Diane 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 two year. Thereafter future board members shall be selected by the Owners of Lots 1 through 15 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 propose 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 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 responsibility and duties of the Board of Directors shall include but not be limited to the following regarding Outlot A:

1. Own, maintain, and otherwise manage all of Outlot A; trees, shrubs, grass and other landscaping features which are to be moved, raked, trimmed, cultivated and watered; other private facilities if any, are to be kept in slightly condition.

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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 purpose 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 purpose 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 Bell Oak Development Corp. or their successors or assigns.

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

(a) Not less than 2,000 square feet of living area for one story units, basement excluded.

(b) Not less than 2,500 square feet combined floor area of living space of more than one-story, basement excluded.

(c) All garages shall be attached to the residence.

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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 within (1) foot. All sidewalks by a lot shall have a base of crushed stone or other approved base material, shall have a wearing surface of concrete and shall be constructed before occupancy. Any curbing in front of the lot damaged during residential construction, and deemed necessary to replace by the Village of Lemont, shall be paid by the owner of that lot.

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 Vehicle" shall include all automobiles, Vans, trucks, or vehicular equipment which shall bear signs or have printed on the side of same reference to any commercial undertaking.

5. No home 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 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.

(c) No exterior television antenna, nor exterior antenna of any kind shall be constructed, erected or maintained upon any lot that is visible from the street.

(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.

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(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 Village of Lemont. The right is reserved by the Declarant Bell Oak Development Corp. 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: provide the same is in compliance with the ordinances of the Village of Lemont.

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 twelve (12) 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 may maintain the natural landscaping on the lot.

10. All Residence, including garages, shall be constructed of new materials with the exterior 1st floor being of brick or stone and the 2nd. level being of brick, stone or cedar and aluminum soffits.

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

12. Lot owners must maintain manicured landscaping in the front, and within 10 feet on the sides and rear of the residence the remaining landscaping can be left at it's natural setting.

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## ARTICLE VI

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 Bell Oak Development Corp or their successors or assigns. Bell Oak Development Corp. or their successors or assigns, shall have the right to refuse any such construction plans or specifications, grading plan or landscaping plan, which are not suitable or desirable in the opinion of Bell Oak Development Corp. 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 be of a design exactly the same as any other Lot in the Property be permitted except as permitted by Bell Oak Development Corp. or their successors or assigns.

All plans, specifications and other materials pertinent to any proposed construction shall be submitted to the office of Bell Oak Development Corp or their successors or assigns, together with the payment of FIFTY (\$50.00) for approval or disapproval. A report in writing setting forth the decision of Bell Oak Development Corp. or their successors or assigns, and the reasons therefore shall thereafter be transmitted to the applicant by Bell Oak Development Corp. or their successors or assigns within thirty (30) days after the date of filing plans specifications and other material by the applicant. Bell Oak Development Corp. or their assigns, following the submission of the aforesaid will aid and assist the prospective residence, or their agent and will make every attempt to reasonable 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) Bell Oak Development Corp. or their successors or assigns, fail to approve or disapprove within thirty (30) days after submission, the final plans, specification or other materials 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.

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## 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 provisions 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, judgement or court order shall in no way affect any 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 Bell Oak Development is conveyed to a third party.

After the election of the Board of Directors, these covenants may be amended upon a vote of 12 of the 15 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 Recorder of Deeds of Cook County.

5. This Declaration is executed by Bell Oak Development Corp. in the exercise of the power of authority conferred upon and vested in it as such and 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 party 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 23<sup>rd</sup> day of September 1988.

BELL OAK DEVELOPMENT CORP.

By: Muriel Kardas

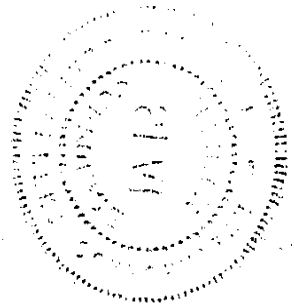
President

Attest:

H. Kach  
Secretary

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STATE OF ILLINOIS)

Will ) SS  
COUNTY OF COOK )

I, James Bambrick, a Notary Public in and for said County in the State aforesaid do hereby certify that Bell Oak Development Corp. who are personally known to me to be the names that are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument in their own free and voluntary act.

Given under my hand and notarial seal this 23rd day of September, 1988.



James Bambrick  
Notary Public

This instrument Prepared by: Bambrick & Bambrick, P.C.  
207 E. 127th. St.  
Lemont, Il. 60439

Mail to: Bell Oak Development Corp.  
P.O. Box 755  
Lemont, Il. 60439

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CLERK OF COURT  
JAMES G. QUINN  
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