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SUNHILL UNIT TWO  
LEMONT TOWNSHIP, ILLINOIS

## DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR SUNHILL UNIT 2

THIS DECLARATION made this 26<sup>th</sup> day of April, 1988, by HERITAGE-STANDARD BANK AND TRUST COMPANY, not individually, but solely as Trustee under Trustee Agreement dated February 1, 1979 and known as Trust No. 6227, Owner of the Property (hereinafter referred to as "Declarant");

### W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of a certain parcel of real estate in the County of Cook, State of Illinois, and legally described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Declarant is desirous of submitting the Property legally described in Exhibit A attached hereto to the provisions of this Declaration; and

WHEREAS, KILLARNEY ASSOCIATES (hereinafter referred to as "Builder") is the sole owner of the beneficial interest in and to the Property; and

WHEREAS, Declarant and Builder are desirous of subjecting the Property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and every one of which is and are for the benefit of the Property and each owner thereof and shall inure to the benefit of and run with the Property and each and every parcel thereof;

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be, held, transferred, sold, conveyed and occupied, subject to the conditions, covenants, restrictions, reservations and easements (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth.

### ARTICLE I GENERAL PURPOSES OF THIS DECLARATION

The Property is subjected to the Covenants hereby declared to insure proper use and appropriate development and improvements of the Property and every part thereof; to protect each Owner therein from 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 design or

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unsuitable materials; to encourage the erection of original designs and attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to insure desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all owners of property and all residents 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 II DEFINITIONS

The following words and terms when used in this Declaration will be defined as follows:

Section 1. - "Buildable Area": That portion of a lot which meets at least the minimum width requirement and set-back lines of the district within which it is located.

Section 2. - "Building": A structure having a roof designed or built for the enclosure, shelter or protection of persons, animals, chattels or movable property of any kind and which is permanently affixed to the land.

Section 3. - "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 4. - "Declarant": HERITAGE STANDARD BANK AND TRUST COMPANY, not individually, but solely as Trustee under Trust Agreement dated February 1, 1979 and known as Trust No.6227, and its successors and assigns, whether such succession or assignment applies to all or any part of the Property.

Section 5. - "Living Unit": Any building or a portion thereof situated on a Lot on the Property and intended for the use and occupancy of a single-family dwelling for which an occupancy permit has been issued.

Section 6. - "Lot": That portion of the Property shown on recorded subdivision plat or plats of the Property, improved or intended to be improved with one Living Unit as herein described. A Lot may or may not coincide with a lot of record.

Section 7. - "Lots": Lots 7 through 18 in Sunhill Unit 2.

Section 8 - "Owner": The record holder of fee simple title to any Lot on the Property, whether such Owner shall be one or more persons or entities, the beneficiary or beneficiaries of

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a trust, shareholder of a corporation, or partner of a partnership, but excluding those persons or entities having any interest merely as security for the performance of an obligation.

## ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

Existing Property: The Property which is and shall be held, occupied, sold and conveyed subject to this Declaration is located in the County of Cook, State of Illinois, and is more particularly described in Exhibit A attached hereto.

## ARTICLE IV USE RESTRICTIONS

Section 1. - Building Height: No Living Unit shall be erected, altered or placed, which is more than two and one-half stories or thirty (30) feet in height, whichever is less. No accessory building or structure shall exceed seventeen (17) feet in height unless a greater height is approved in writing by Builder, or its successors or assigns.

Section 2. - Living Unit - Quality and Size: It is the intention and purpose of these Covenants to assure that all Living Units shall be of a quality of design, workmanship and materials approved by Builder, or its successors or assigns. All Living Units shall be constructed in accordance with the applicable governmental building codes of the County of Cook so long as the property is in unincorporated Cook County and thereafter as required by any applicable municipal authority and with more restrictive standards than may be required by Builder, or its successors or assigns. The ground floor area of the Living Unit, exclusive of carports, open terraces and breezeways, shall be:

- (a) Not less than 2400 square feet of living area for one story units or not less than 2800 square feet with the attached garage;
- (b) Not less than 2600 square feet combined floor area of living space for more than one story or not less than 3100 square feet with the attached garage.

All garages shall be attached to the Living Unit.

Section 3. - Driveways: 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. Plans and specifications for driveways, pavement edgings or markers shall be approved in

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writing by Builder, or its successors or assigns.

Section 4. - Restriction on Vehicles: No boat, airplane, trailer, truck, house trailer, 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, station wagons, trucks or vehicular equipment which shall bear signs or have printed on the side of same reference to any commercial undertaking.

Section 5. - Home Occupations: No home occupation or profession shall be conducted in any Living Unit or accessory building located on the Property.

Section 6. - Noxious or Offensive Activities: 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 Living Unit (except as the burning of leaves may be permitted by Ordinance of the County of Cook or applicable municipal authority.
- (c) No exterior television antennae, nor exterior antennae of any kind nor satellite dishes shall be constructed, erected or maintained upon any lot, or the structural improvements thereon, without the expressed and prior written approval of Builder, its successors or assigns.
- (d) The raising, breeding or maintaining of any livestock, poultry or animals, excepting therefrom two (2) dogs or cats per Living Unit.
- (e) The storage of garbage outside the Living Unit.
- (f) "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 Cook. The right is reserved by the Declarant and Builder, its successors and assigns, to maintain upon the Property until the sale of the last Living Unit, all models, sales offices and 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 or applicable municipal authority.

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Section 7. - Temporary Residence: 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.

Section 8. - Existing Structures: No existing structure shall be moved onto any Lot in this plat from an off-site location.

Section 9. - Construction of Living Unit: The Owner of any of the above Lots must commence construction thereon within twenty four (24) months from the date of closing on any Lot. Construction once commenced on a Lot must be completed within twelve (12) months from said commencement date.

Section 10. - Landscaping: The landscaping of said Lot, including sodding and placement of two (2) trees (according to the County of Cook or applicable municipal authority) in the parkway, must be completed within six (6) months of the completion of the Living Unit. Prior to commencement of landscaping of the Unit, the Owner shall deposit with and receive written approval for all landscaping plans by the Architectural Control Committee, which plans shall be prepared by a professional landscaper.

Section 11. - Type of Construction: All Living Units, including garages, shall be constructed of new materials only and the exterior of all Living Units shall be of brick, stone or staccato on the first floor and the balance of wood material and the roofs must be either shake, tile, concrete, slate or texture.

Section 12. - No Fence, Hedge or Wall: No fence, hedge or wall shall be constructed, erected or maintained upon any Lot without the prior written approval of the Builder, its successors or assigns. Cyclone fences are expressly prohibited on any of the Lots.

Section 13. - No Parking: 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 V ARCHITECTURAL CONTROLS

Section 1. - Purpose of Architectural Control Committee: 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,

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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 Builder, or its successors or assigns. To insure compliance with said standards, an Architectural Control Committee ("Committee") will be established which will consist of Builder, its successors and assigns, and Builder's architect. This Committee 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 Committee for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan or landscape plan, Committee 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 Committee. Upon completion of the construction or the last residence in the Subdivision, control of the Sunhill 2 Community Association shall be turned over to the homeowners at which time the Architectural Committee shall be appointed in accordance with its By-Laws.

Section 2. - Requirements for Architectural Approval: The Owner shall deposit two (2) sets of plans, specifications and other materials pertinent to any proposed construction with the office of Builder, or its successors or assigns, together with the payment of ONE HUNDRED AND NO/100THS (\$100.00) DOLLARS (non-refundable) for approval or disapproval. A report in writing setting forth the decision of the Committee and the reasons therefore shall thereafter be transmitted to the applicant by Committee within thirty (30) days after the date of filing the plans, specifications and other materials by the applicant. Builder, or its successors or 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.

Section 3. - Preliminary Submittals: 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) Builder, or its successors or assigns, fails 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

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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 VI MAINTENANCE OF INDIVIDUAL LOTS

Maintenance of Lot: Each Owner shall be required to maintain his Lot, whether developed with a single-family residence or not, and shall mow and keep said Lot free of weeds and debris.

## ARTICLE VII SUNHILL II COMMUNITY ASSOCIATION

Section 1. - Creation and Purposes: There shall be formed an Illinois not-for-profit corporation to be known as the Sunhill 2 Community Association whose purposes shall be to cooperate with Builder, its successors or assigns, to insure high standards of maintenance and operation of the property.

Section 2. - Membership: Every person or entity who is the record owner of a fee or an undivided fee interest in the Lots of Sunhill 2, upon the vesting of such interest and without any further act, shall be a member of the Association subject to the obligations provided herein, in the Articles of Incorporation and the duly enacted By-Laws of the Board of Directors. The presence at membership meeting of any one or several owners of the Lots of Sunhill 2 shall be sufficient for the purpose of determining the presence of a quorum and the voting on any matter properly before the meeting, except as otherwise provided for herein. The foregoing is not intended to include persons or entities who hold an interest merely for the performance of a security obligation. Membership shall be appurtenant to and may not be separated from ownership of any of the Lots of Sunhill 2. Ownership of such Lot shall be the sole qualification for membership, and membership shall cease upon termination of such ownership.

Section 3. - Voting Rights: Owners of the Lots of Sunhill II as defined in ARTICLE II of this Declaration shall be entitled to one vote for each Lot in which they hold the interest required for membership under Section 2 of this Article VII. When the ownership of any one Lot is held by more than one person or entity, all such persons or entities shall be members and the vote for such Lot shall be exercised among them, but in no case shall there be allowed more than one vote for any one Lot.

Section 4. - Powers of the Board of Directors of the Association: Prior to the sale of the last lot, the Developer shall exercise all powers of the corporation and its board. Upon sale of the last Lot in the Association, the last of which to occur, the Board of Directors of the Association shall have the following powers:

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To maintain, repair and reconstruct the entrance areas and adjoining green areas (excluding the owners lot area).

To operate the Architectural Review Committee.

## Section 5. - Maintenance Assessments:

(a) Covenant for Maintenance Assessments: The Declarant, with respect to the Lots of Sunhill 2, by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or conveyance, is deemed to covenant and agree to pay to the Association (1) regular assessments or charges; and (2) special assessments for capital improvements and unforeseen expenses. All such assessments are to be established and collected as hereinafter provided in this Declaration, together with the Articles of Incorporation and By-Laws of the Association

(b) Purpose and Use of Assessments: All assessments levied by the Board shall be for the purpose of insuring the high standards of maintenance, repair and replacement of the entrance areas. Such purposes and uses of the assessments shall include (but are not limited to) the costs of the Association of all insurance, repair, replacement and maintenance and other charges by this Declaration of Covenants, Conditions and Restrictions, or that the Board of Directors of the Association shall determine to be necessary or desirable to meet the primary purpose of the Association.

Section 6. - Initial Assessment: Each Owner who purchases from the Developer shall deposit the sum of \$1,000.00 at closing as a deposit to the Sunhill 2 Community Association. The initial deposit shall be utilized for the start-up costs and to defray the costs of final street repairs and top coating arising out of the construction traffic of the Owners, their Contractors and agents.

## Section 7. - Assessment Procedure; Regular Assessments:

(a) Until January 1, 1990, the regular assessments shall not exceed \$10.00 per month per Lot. From and after January 1, 1990, the regular assessments shall be determined by the affirmative vote of two-thirds (2/3) of the Board of Directors of the Association, as provided in this Declaration and the By-Laws of the Association, but the annual rate of assessments may not be increased without the affirmative vote of two-thirds of the entire membership except for the following:

- (1) 31/100ths of a cent per square foot of each Lot when approved by the affirmative vote of a majority of the voting Members of the Association; or

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- (2) 51/100ths of a cent per square foot of each Lot when approved by the affirmative vote of two-thirds of the voting Members, present at a meeting thereof called and held in accordance with the By-Laws of the Association.

No annual assessment or increase in the amount thereof may be made for more than one year at a time and the maximum annual rate of assessment which may be levied for any year shall be 85/100ths of a cent per square foot.

(b) On or before December 1st of each year commencing December 1, 1988, and pursuant to the By-Laws of the Association, the Board of Directors shall hold a meeting or meetings:

- (1) To estimate all expenses provided for in Section 2 of this ARTICLE VII;
- (2) To fix the amount assessed against the individual Lots for the forthcoming year; and
- (3) To establish the date or dates on which such assessments or installments thereof shall be due the Association and in lieu thereof the amount of the prior year's annual assessment shall be the fixed amount. Should the Board of Directors fail to establish payment dates, all regular assessments shall be due in twelve (12) equal installments on the first day of each month of the year for which they are assessed. The annual assessment on Lots added through annexation shall commence on the first day of the month following annexation of such property.

(c) The Board of Directors shall prepare an itemized list of all estimated expenses and shall give written notice of assessment to each Owner subject thereto prior to the first day of each calendar year.

## Section 8. - Assessment Procedure; Special Assessments

(a) Special assessments may be levied by the Association to defray the expense, in whole or in part, of any capital improvement or unforeseen expenses. Such capital improvements shall include the construction, reconstruction or unexpected repair or replacement of the entrance areas. Unforeseen expenses shall be deemed to be those expenses not provided for in paragraph 2 of Section 5 of ARTICLE VII.

(b) Whenever the Board of Directors shall determine there exists a need for levying a special assessment as herein provided, the Board of Directors shall adopt a resolution setting forth the need, amount, period of payment and due date or dates

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for the proposed special assessment. All special assessments must be approved by a two-thirds (2/3) vote of the voting Members of the Association. Such vote shall be taken at a meeting called by the Board of Directors for that purpose.

Section 9. - Allocation of Assessments: Both annual and special assessments must be fixed at a uniform rate for all Lots except as may be otherwise provided in this Declaration. Any assessment and any installment thereof provided for herein, shall commence on the Lot on the due date for such assessment in the month following the conveyance, transfer or lease of such Lot by the Declarant. The initial assessment shall be adjusted according to the number of months remaining in any calendar year.

Section 10. - Non-Payment of Assessments: Any assessments, regular or special, which are not paid on the due date shall be delinquent. Such delinquency shall be a continuing lien and an equitable charge running with the land touching and concerning said Lot so assessed, held by the then Owner or Owners, his heirs, devisees, personal representatives, assigns, successors and grantees.

Should title to any Lot be held by more than one Owner, all Owner's shall be jointly and severally liable. The lien shall attach to all rents due from parties in possession on any Lot on which a delinquent assessment exists, provided that it shall be subordinate to an assignment of rents held by a mortgagee when delivered in connection with a first mortgage loan to purchase any Lot.

Should any assessment remain unpaid thirty (30) days after it has become delinquent, such assessment shall bear interest from the date of delinquency to the maximum rate of interest per annum permitted by the usury laws of the State of Illinois.

The Association may recover any delinquent assessments by bringing an action at law or in equity against the then Owner personally obligated to pay the same or foreclose the lien against the Lot. Such recovery shall include interest, costs and reasonable attorneys' fees incurred in connection with any such action.

The enforcement of liens or charges shall be limited to a period of five (5) years.

The venue for all actions at law provided for in this ARTICLE VIII shall be in Cook County, Illinois. The persons in possession of any Lot shall be authorized to accept summons on behalf of the Owner or Owners of such Lot.

No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Lot.

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Section 11. - Subordination of Lien: The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage or first trust deed placed upon the Lot for the purpose of purchasing same. Such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the first mortgage or first trust deed. The sale or transfer of any Lot pursuant to a decree of foreclosure under such first mortgage or first trust deed, or any proceeding or conveyance in lieu thereof, shall not extinguish the lien of such assessments which have become due and payable prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments or installments thereafter becoming due.

Section 12. - Expenditures Limited to Assessment for Current Year: The Association shall not expend more money within any one year than the total amount of the estimate and subsequent assessment levied by the Association for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract binding the assessment of any future year, except for contracts for utilities, and no such contract shall be valid or enforceable against the Association.

Section 13. - Indemnity of Directors: The Directors and Officers of the Association shall not be liable to the Owners for any mistake of judgment or any acts or omissions made in good faith as such Directors or Officers. The Owners shall indemnify and hold harmless each of such Directors or Officers against all contractual liability arising out of contracts made by such Directors or Officers on behalf of the Owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

Section 14. - Liability Insurance: The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons and property damage in such limits as it shall deem desirable, and Workmen's Compensation Insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its Officers, members of the Board, the Declarant, and their respective employees and agents, from liability and insuring the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be a common expense.

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## ARTICLE VIII AMENDMENTS

Section 1: After the sale of the last Lot by Declarant, this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by the Owner's having at least two-thirds (2/3) majority of the Lots and certified by a Notary Public.

Section 2: Any change, modification or rescission shall not be effective until such instrument is duly recorded in the Office of the Recorder of Deeds of Cook County; provided, however, that no provision in this Declaration may be changed, modified or rescinded in such manner or so as to conflict with any State statute.

Section 3.: Notwithstanding the foregoing, Declarant shall have the right to amend any Section or portion thereof of this Declaration at any time prior to the conveyance of the last Lot within the Property at the time of such amendment by filing said Amendment in the Office of the Recorder of Deeds for Cook County and sending notice of such amendment to all Owners of the Lots within the Property. Thereafter, said Amendment shall be in full force and effect and binding on the Property.

## ARTICLE IX GENERAL PROVISIONS

Section 1. - Severability: If any provision of the Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Section 2. - Existence of Declarations: Each of the options, privileges, covenants or rights created by this Declaration, or otherwise, shall continue for the initial period of thirty (30) years from the date of the first recordation in the Office of the Recorder of Deeds of Cook County and thereafter for successive periods of twenty-five (25) years each.

Section 3. - Rights and Obligations: Each grantee of Declarant by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and

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obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this paragraph or described in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Lot Ownership as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 4. - Liberal Construction: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

Section 5. - Lot Ownership in Trust: In the event title to any Lot Ownership is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot Ownership.

Section 6. - Captions: All articles and section headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration.

Section 7. - List of Addresses of Owners: Each Owner of a Lot in Sunhill 2 shall file the correct mailing address of such Owner with Builder, or its successors or assigns, and shall notify Builder, or its successors or assigns, promptly in writing of any subsequent change of address. Builder, or its successors or assigns, shall maintain a file of such addresses. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner of any last address filed by such Owner with Builder, or its successors or assigns, shall be sufficient and proper notice to such Owner whenever

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notices are required in this Declaration.

Section 8. - Assignment by Declarant: At any time or times, Declarant may assign any or all of its rights conferred on it as set forth in this Declaration and upon its executions of any assignment by Declarant, it shall be relieved from any liability arising from the performance or non-performance of such rights or obligations.

Section 9. - Declarant's Reserved Rights: Notwithstanding anything herein to the contrary, the Property shall be subject to:

- (a) The right of the Declarant to execute all documents and do all other acts and things affecting the Property which in the Declarant's opinion, are desirable in connection with Declarant's rights hereunder, provided any such document or act or thing is not inconsistent with the property rights of any Owner.
- (b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public utility or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewer and water pipes or any other utility services serving any Living Units.

Section 10. - Variations: Builder, or its successors or assigns, shall have the right to enter into agreements with the Owners of any Lot or Lots (without the consent of Owners of other Lots or adjoining or adjacent property) to vary any and all of the above covenants set forth in this Agreement; provided that, in the sole discretion of Builder, there are practical difficulties or particular hardships evidenced by the petitioning Owner, and any such deviations (which shall be manifested by an Agreement in writing) shall not constitute a waiver of the particular covenant involved or any other Covenant as to the remaining Property.

Section 11. - Trustee's Exculpation: It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of

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binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the HERITAGE STANDARD BANK or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenants, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, ~~HERITAGE~~ HERITAGE STANDARD BANK AND TRUST COMPANY, not individually, but solely as Trustee under Trust Agreement dated February 1, 1979 and known as Trust No. 6227, as owner of record, has caused this instrument to be executed by its Vice President and Trust Officer, attested by its Assistant Trust Officer, and its corporate seal to be hereto affixed, on the day and year first above written.

HERITAGE STANDARD BANK AND TRUST COMPANY, not individually, but solely as Trustee under Trust No. 6227

By: *James Roddeh*  
Vice President and ~~Senior~~  
Trust Officer

ATTEST:

*William Shattuck*  
Assistant Trust Officer  
Assistant Secretary

This instrument is signed, sealed and delivered by Heritage Standard Bank and Trust Company, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said Heritage Standard Bank and Trust Company only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said Heritage Standard Bank and Trust Company as Trustee as aforesaid, and the said Heritage Standard Bank and Trust Company does not accept any and shall incur no personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof. Nor shall said Heritage Standard Bank and Trust Company, either individually or as Trustee, be under any duty or obligation to acquire the rents, issues and profits arising from the property herein described or any other property which it may hold under the terms and conditions of said Trust Agreement.

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Property of Cook County Clerk's Office

443550000

# UNOFFICIAL COPY

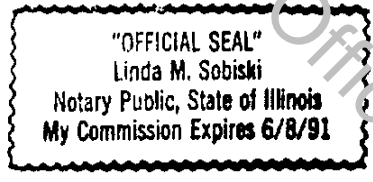
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STATE OF ILLINOIS )  
 )SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Dennis Radek and Marion Shallow, personally known to me to be the Vice President and Trust Officer and ~~Assistant Trust Officer~~, respectively, of the HERITAGE STANDARD BANK AND TRUST COMPANY, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Trust Officer and ~~Assistant Trust Officer~~, they signed and delivered the said instrument as such Vice President and Trust Officer and ~~Assistant Trust Officer~~ of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 26<sup>th</sup> day of April, 1988.

Linda M. Sobiski  
Notary Public



This Instrument Prepared by:  
  
David B. Sosin  
5100 W. 127th Street  
Alsip, IL 60658  
(312) 597-5710

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NOT RECORDED  
JAN 18 1981  
CLERK OF COURTS  
STATE OF ILLINOIS



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## LEGAL DESCRIPTION

Lots 7 through 18, both inclusive, in Sunhill Unit 2, being a Subdivision of part of the North Half of the East Half of the Southeast Quarter of Section 26, Township 37 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded April 21, 1988 as Document 88-166563, in Cook County, Illinois.

# 22-26-401-018  
# 22-26-401-019

Address:  
McCarthy Rd (Vacant)  
Lemont, IL 60439

DEPT-01 RECORDING \$27.00  
T#2222 TRAN 0930 04/27/88 15:42:00  
#3727 # B \*-88-177339  
COOK COUNTY RECORDER

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Box 387

27<sup>00</sup>

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