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DECLARATION OF BUILDING RESTRICTIONS. PROTECTIVE COVENANTS, AND MAINTENANCE 7 34,002 TERR 500, 19709789 1445460 T 1034 T W W 89 -42084A OF COMMON AREAS

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WHEREAS, QUENTIN GROUP INC., (hereinafter called "OWNER") is the owner of the various parcels of real estate described and

WHEREAS, it is the desire of the OWNER to protect the future owners of said parcels of real estate and said dwellings with certain restrictions and protective covenants, and to provide for the maintenance of certain common areas as a common interest community, and to that end that the community may develop in a desirable manner so that the ethical and financial values relating to the property shall be maintained;

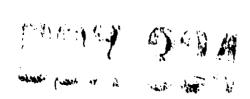
NOW, THEREFORE, in consideration of the premises, QUENTIN GROUP, INC. does herery establish the restrictions and protective covenants, and provision for main enance of certain common areas, which follow hereinafter against each of said parcels of real estate and does hereby declare that after this date it shall hold title to said real estate subject to said building restrictions and protective covenants and provisions for maintenance of certain common areas.

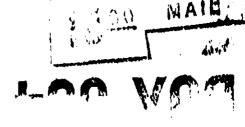
Said OWNER now owns the following parcels of real estate which for purposes of convenience it has divided into building sites; all of the real estate hereinafter described is located in:

> QUENTIN WOODS SUBDIVISION being a resubdivision of Lots 14, 15, and 16, in Block 5 in "Arthur T. McIntosh and Co's. Northwest Acres Unit No. 2", being a Subdivision in the South 1/2 of the Northwest 1/4 of Section 22. Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded January 30, 1951 as Document No. 15001095, in Cook County, Illinois.

- 1. LAND USE AND BUILDING TYPE: No site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any site other than one detached single-family dwalling not to exceed two stories in height and a private garage for not more than three cars, and one utility garden shed.

  2. DWELLING QUALITY AND SIZE: It below the intention and purpose of
- DWELLING QUALITY AND SIZE: It being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 2,000 square feet for a one-story dwelling, nor less than 2,200 square feet for a dwelling of more than one story.





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- 3. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to side street line than the minimum building set-back lines. In any event no building shall be located on any side nearer than 30 feet to the front lot line. No building shall be nearer than 10 feet to any interior site line. For purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a site to encroach upon another.
- 4. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- 5. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- 7. NUISANCES: No noxious or of ensive activity shall be carried on upon any site, nor shall anything be done thanken which may be or may become an annoyance or nuisance to the neighborhood
- 8.. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently.
- FORMATION OF NOT-FOR-PROFIT COMMON INTEREST COMMUNITY CORP. FOR PURPOSE OF MAINTENANCE OF CERTAIN COMMON AREAS (ASSOCIATION) Upon recordation of a deed of conveyance, every owner of the or more lots shall automatically become a member of the QUENTIN WOODS ASSOCIATION, an Illinois not-for-profit corporation, and membership shall be limited to such owners of record. Said Association shall regulate the maintenance and use of LOT 6 (detention and easement area) and all drainage structures and apparatis situated in the rear of LOT 5 and LOT 7, and shall have other powers and duties from time to time, including such other rights and duties contained in these restrictions as may be assigned to it. Dues, charges and assessments as declared by said Association, if not paid when due, shall be a lien, along with all costs and charges relating to recording and enforcing said lien against the property of a member upon the recording of a certified copy of the resolution of the Board of Directors of said Association in the Office of the Recorder of Deeds of Cook County, Illinois. Said resolution shall contain a description of the proenty name of such delinquent member, and total amount due. Said lien may be released by a Release of Lien executed by the President and Secretary of said Association.

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- 10. EASEMENTS TO RUN WITH THE LAND. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon any Owner, purchaser, mortgagee or other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of lobigation to the easements and rights described in this Article, or in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, or trustees as fully and completely, as though such easements and rights were recited fully and set forth in their entirety in such document.
- 11. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- 12. SEVERABILITY Invalidity of any one of these covenants by judgment of court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, QUENTIN GROUP INC. has caused this declaration to be signed and sealed this 25th day of August, 1989.

QUENTIN GROUP INC.

It's President

It's Secretary

STATE OF ILLINOIS )
SS
COUNTY OF COOK )

aforesaid, DO HEREBY CERTIFY that Paul Faham, personally known to me to be the President of Quentin Group, Inc., and A. Jahanban, personally known to me to be Secretary of said Corporation, 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 each such President and Secretary, they signed and delivered the said instrument as Prusident and Secretary of such Corporation and caused the seal of said Corporation to be affixed thereto pursuant to authority, as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of August, 1989.

Notary Public

Cook County Clerk's Office

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