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DECLARATION OF BUILDING RESTRICTIONS, PROTECTIVE COVENANTS, AND MAINTENANCE OF COMMON AREAS

REC. 11/13/89 10:44:00
INDEXED 89-420846
COOK COUNTY RECORDER

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 hereby establish the restrictions and protective covenants, and provision for maintenance 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 Sub-division 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 dwelling 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 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 offensive activity shall be carried on upon any site, nor shall anything be done thereon 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.
9. **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 one 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 apparatus 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 property, 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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