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This document is being rerecorded to properly affect part of the described property that has been de-registered since the original date of recording.

Three copies of all site plans, landscaping plans, house plans, specifications and supporting and related material for which the approval of BARTLETT PROPERTIES is required shall be delivered to Bartlett Properties, c/o Regan and Associates, 800 West Roosevelt Road, Suite B-320, Glen Ellyn, Illinois 60137, hereinafter referred to as "Developer" together with a review fee of \$175.00 per submission before a review of the plans will be made. Developer shall approve or disapprove the submitted material as soon as practicable, but Developer's written approval or disapproval shall be given within 30 days after all the necessary material has been delivered and all fees paid to the Developer. If Developer disapproves any submitted material, or if Developer requires a modification of any kind he shall, within said 30-day period, inform the Owner by whom the material was submitted, of the reasons for Developer's disapproval or Developer's requirement that changes be made, but notwithstanding the obligation of Developer to state the reason for disapproval or for the required modifications, the decision of Developer, reasonably made, shall be conclusive and binding on all parties. If Developer does not approve or disapprove, or require a modification within the aforesaid 30-day period, then at the expiration of said period, the material submitted to Developer shall be deemed to have been fully approved and the Owner who has submitted the material deemed to have been approved by lapse of time, shall have the right to proceed as if Developer's written approval has been

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SUBMISSION OF PLANS AND SPECIFICATIONS

It shall be the owner's obligation and responsibility to notify building contractor and/or all subcontractors of any deed restriction or penalty that may occur because of violation as specified in the deed restrictions and shall hold Developer free and harmless from any and all costs that may occur because of these restrictions or violations.

The Covenants and Restrictions for the Woods of Oak Hills specifically provide that all the real estate in said subdivision is subject to the uses, and purposes set forth herein, and that no construction upon the lots shall commence without the prior approval by the Developer of the architecture, landscaping and site plans for each lot. It also provides for various other matters, all having as their object, the preservation of attributes of a distinguished and superior residential community.

The purpose of these Covenants and Restrictions is to outline information for property owners, their building architects, landscape architects, building contractors, and landscape contractors. These Covenants and Restrictions are intended to be helpful in the design, construction and landscaping of the property owner's homes and property which shall be located on the "real estate" the legal description for which is attached hereto as Exhibit "A".

WOODS OF OAK HILLS

FOR THE

AND COMMUNITY ASSOCIATION

COVENANTS, RESTRICTIONS

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It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations, until the construction plans and specifications, showing nature, kind, shape heights and materials, color scheme, location on lot and approximate cost of such building or other structure, and the grading plan and landscaping plan of the lot to be built upon shall have been submitted to and approved in writing by BARTLETT PROPERTIES, or its successor or assign, which 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 BARTLETT PROPERTIES, or its successor or assign, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan or landscape plan, BARTLETT PROPERTIES, or its successor or assign, shall have the right to take into consideration the suitability of the

ARCHITECTURAL CONTROLS

The use of retaining walls or slope walls to achieve grade transitions is strongly encouraged. Such walls are especially effective, and more aesthetic when they are constructed using natural materials such as stone, granite boulders and heavy timbers. Retaining walls or slope walls and their proposed materials shall be specified in the owners approved site plan.

All contractors and builders shall complete all foundation construction within a vertical tolerance of 6" + or 2" - that of the approved site plan (note, Municipal Ordinances and Requirements may be more restrictive), the builder or contractor shall make no alterations to the approved site plan without prior written approval of BARTLETT PROPERTIES, or its assigned engineer. The owner of the property agrees to remove, at his expense, any foundation that encroaches upon any front, side or rear setbacks or is over or under the 6" + 2" - vertical tolerance from the foundation elevation shown on the approved site plan.

Three copies of a detailed site grading and drainage plan prepared by a Registered Illinois Engineer or Registered Illinois Architect, at a scale of one inch equals twenty feet (1" = 20'0"), showing existing topography at 1' contour intervals, existing curbs and gutter elevations, driveway widths, existing grades, and proposed finished contours and grading (including swales, berms, spot elevations at property corners, retaining walls, slope walls or other special landscape features) referenced to U.S.G.S. datum will be required. This site plan must also show the position of all proposed structures, including the residence, garage, pool, patios and other garden type structures, as well as the location of existing trees, including those that are proposed to be cut down. The site plan should also show the location of easements, the proposed location and gradient of driveways and parking areas, and the elevations of the top of the concrete foundation.

SITE PLAN

procured.

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Notwithstanding the foregoing, however, any and all new or additional be permitted to remain indefinitely and this covenant shall run with the land. provided, said existing improvements and said non-covenants, if any, shall regarding building, wiring, size and roof design. Except as hereinafter may not be in conformity with the restrictions set forth in this instrument improvements") as of the date of the recording of this instrument which may or Exhibit "B" attached hereto have improvements thereon (the "existing Lots 45 and 49 of the real estate legally described in Exhibit "A" and

EXISTING IMPROVEMENTS

A multi-level home shall be considered more than one story when there is a greater than 2 foot vertical differential between any floor or level of said home.

- (a) One story: Not less than 2,000 square feet
- (b) More than one story: Not less than 2,600 square feet

Minimum completed living area per dwelling: Basements, walkout basements, crawl spaces, or garage areas excluded)

BUILDING RESTRICTIONS

No lines of wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in the Woods of Oak Hills other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.

UNDERGROUND WIRING

proposed building or other structure with the surroundings and the effect of the building or other structure on the outlook from adjacent or neighboring properties. In no instance shall a building design replicate or substantially resemble any other building on an adjoining lot or in close proximity in the Woods of Oak Hills, said determination to be made in the sole discretion of BARTLETT PROPERTIES. All plans, specifications and other material shall be filed in the office of BARTLETT PROPERTIES, or its successor or assign, for approval or disapproval. A report in writing setting forth the decisions of BARTLETT PROPERTIES, or its successor or assign, and the reasons therefore shall thereafter be transmitted to the applicant by BARTLETT PROPERTIES, or its successor or assign, within 30 days after the date of filing the plans, specifications and other material by the applicant. BARTLETT PROPERTIES, or its successor or assign, will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submission of architectural drawings and specifications for approval. In the event: (a) BARTLETT PROPERTIES, or its successor or assign, fails to approve or disapprove within 30 days after submission, the final plans, specifications and other material, as required in this Declaration shall be deemed to be completed with.

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The Developer, or its assigns, presently intend to, but are not required hereby to, develop as part of this development, additional real estate (hereinafter referred to as the "Additional Community Association Area") the legal description for which is as follows:

PROPOSED ADDITIONS TO REAL ESTATE

Fences are not permitted on any lot, except fences used to screen swimming pools. Chain link fences shall be prohibited in all cases. Any such fence used, should enhance rather than detract the overall appearance of the subdivision. Fencing and screening by means of the use of natural plantings is encouraged.

No sign shall be permitted on any residential lot at any time, excluding BARRIER PROPERTIES signs, except during construction, during which time, one ground sign shall be permitted on a lot. The sign shall not exceed 5 feet in height or 12 square feet in area, and may not be located closer than 10 feet from any lot line. The sign may display the name, address, and phone numbers of the architect and builder, and is to be removed upon the occupancy of the residence.

No trailer, tent, shack, garage, and no temporary building or structure of any kind shall be used at any time as either a temporary or permanent residence. Trailers and temporary buildings or structures may be located on a lot during the course of the construction of the home on the lot, but they shall be so located only because the convenience or necessity of the contractor in charge of construction requires their use, and all such trailers, temporary buildings or other structures shall be removed from the lot property upon completion of the residence.

USE RESTRICTIONS

All single family residential dwelling units constructed within and upon Woods of Oak Hills shall incorporate a pitched roof design containing not less than a 6/12 pitch, except for a "sun-room".

ROOF DESIGN

Improvements, to the extent that said new or additional improvements are permitted under this instrument, shall be in conformity with all of said covenants and restrictions set forth in this instrument. Further, to the extent reasonably practical under the circumstances, any and all material and/or major changes or alterations to the exterior design or structure of the existing improvements shall be made to conform with all covenants and restrictions set forth in this instrument. Along these lines, if more than fifty percent of any existing improvement is to be rebuilt, the whole of said existing improvement shall be rebuilt and restuctured to conform with all of the covenants and restrictions set forth in this instrument. In each and every other respect, the owners and the successor owners of said lots 45 and 49 shall comply with and abide by the covenants and restrictions set forth in this instrument.

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The Developer or its assigns hereby reserve the right to, within a period of five (5) years after the date of the recording of these covenants and restrictions, add on and annex to the real estate described in Exhibit "A" hereinafter referred to as the "Amended Covenants, Restrictions and Community Association for The Woods of Oak Hills", which shall set forth the legal description of the Additional Community Association Area and state the intention of the Developer or its assigns to submit said Additional Community Association Area to the covenants and restrictions contained herein. The right reserved to the Developer or its assigns shall extend for said five-year period to successor owners of the Additional Community Association Area, including the record Owners and their successors, and the members of The Woods

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ACCORDING TO THE PLAT THEREOF RECORDED _____ 1978, AS DOCUMENT NO. DESCRIBED ON EXHIBIT B AND ALSO LOT A OF THE WOODS OF OAK HILLS UNIT 1 ILLINOIS. (SAID PROPERTY IS IN THE PROCESS OF BEING SUBDIVIDED AND IS TO BE KNOWN AS LOTS 47 THROUGH 57 INCLUSIVE IN THE WOODS OF OAK HILLS UNIT 2 AS ACRES MORE OR LESS AND BEING SITUATED IN HANOVER TOWNSHIP, COOK COUNTY, ROUTE 59, A DISTANCE OF 252.0 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.574 POINT, 455.0 FEET EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 59, 455.0 FEET EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 59, A DISTANCE OF 236.0 FEET TO A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 102.0 FEET TO THE RIGHT WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 102.0 FEET; THENCE WESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 71 DEGREES 44 MINUTES TO THE LEFT WITH THE PROLONGATION OF COURSE, A DISTANCE OF 584.5 FEET; THENCE SOUTHWESTERLY ALONG A LINE THAT DEGREES 35 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED OF 321.0 FEET; THENCE SOUTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 101 THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE NORTHERLY ALONG THE EAST LINE OF 462.7 FEET NORTHERLY OF THE SOUTHWEST QUARTER OF SAID SECTION 27, THAT IS LAST DESCRIBED COURSE, A DISTANCE OF 554.5 FEET TO A POINT IN THE EAST LINE OF OF 1 DEGREE 30 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE DISTANCE OF 283.3 FEET; THENCE NORTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE A NORTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 3 DEGREES 08 MINUTES 30 DEGREES 38 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 261.7 FEET FOR THE PLACE OF BEGINNING; THENCE 200.0 FEET; THENCE NORTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 10 RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF ALONG A LINE THAT FORMS AN ANGLE OF 87 DEGREES 07 MINUTES 30 SECONDS TO THE NORTHERLY ALONG SAID EAST LINE, A DISTANCE OF 266.7 FEET; THENCE EASTERLY 1935 AS DOCUMENT NUMBER 11611940; THENCE OF STATE ROUTE 59 AS DEDICATED BY A PLAT THEREOF RECORDED IN THE RECORDER'S THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 37.24 FEET TO THE EAST LINE COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE EASTERLY ALONG THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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An easement is hereby granted to the Village of Bartlett (the "Village" herein) to go upon the real estate for the purpose of providing police and fire protection services and maintaining and repairing those portions of the real estate used for sewer, drainage and detention areas and water mains and lines which the Village shall deem to require maintenance or repair for the purpose of keeping the drainage and detention area and the sewer and water main lines functioning and for their intended purpose. Except in the event of

VILLAGE OF BARTLETT EASEMENT AND LITM RIGHTS

All models, as the term model home is understood in Cook County, Illinois, shall have their roofs constructed of cedar shake shingles, tile or slate material. With regard to the development and marketing of Woods of Oak Hills through the use of model homes, the following covenant and restrictions shall apply:

LIMITATIONS ON MODEL HOMES

Each and every record owner of the real estate and of all added real estate, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such real estate, shall be deemed to have expressly agreed, assented and consented to each and all of the covenants and restrictions set forth herein or as shall be set forth in any duly recorded Amended Covenants, Restrictions and Community Association of The Woods of Oak Hills.

An Amended Covenants, Restrictions and Community Association of The Woods of Oak Hills shall include an Exhibit "A" which shall amend the Exhibit "A" attached hereto by setting forth the amended legal description of the real estate, including that portion or portions of the Additional Community Association Area annexed thereto, as well as a separate legal description of such Additional Community Association Area showing the boundaries of the real estate, including that portion or portions of the Additional Community Association Area annexed thereto, and delineating and describing the Units, including the Units constructed or to be constructed on such addition.

of Oak Hills Community Association. Upon the recording of such Amended Covenants, Restrictions and Community Association for The Woods of Oak Hills is recorded annexing the Additional Community Association Area to the real estate as aforesaid, the home owners hereunder shall have no rights whatsoever in or to any portion of the Additional Community Association Area. If the Additional Community Association Area has not been made part of or annexed to the Property prior to the expiration of said period of five (5) years after the recording of this instrument, the Developer, its assigns or successors in title do not have the right thereafter to annex said property to the Parcel.

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These Covenants and Restrictions created by this Declaration shall run with the land as hereinafter described, both as to burden and benefit, and a reconveyance or other instrument affecting this Subdivision shall be deemed subject to these Covenants and Restrictions, and bound thereby as fully and firmly as if said Covenants and Restrictions were fully set forth in said conveyance or other instrument. The Owner of any lot within said Subdivision who, either through himself, his builder, contractor, architect, or the like, violates any of the Covenants and Restrictions herein set forth, shall assume all liabilities, costs, legal fees, and other expenses as may be incurred by

All deliveries of concrete and materials for construction shall be made only on street and proposed driveways for homes under construction. No deliveries shall be made through the rear of side yards of any wooded lots. Ground lighting fixtures should be carefully screened. Such lighting should be screened so as not to be objectionable to adjacent property owners. Air conditioners, utility boxes and meters, and special use areas are to be screened with plantings from views of adjoining properties.

All lawn areas are to be sodded within 60 days after the residence is substantially completed, or within 30 days after the residence is occupied, whichever is sooner, provided that the weather permits the sod to be installed within such time period. If weather caused a delay in the installation of sod for more than 30 days after the home is substantially completed, said sod is to be installed within 30 days after the beginning of the period when weather would permit the installation of sod, which determination shall be made by Developer.

All homes under construction shall have the exterior completed within 9 months and the interior completed within 12 months of receipt of the building permit.

MISCELLANEOUS

emergency situations, the Village shall serve written notice upon the Association setting forth the manner in which the Association has failed to maintain or repair sewer, drainage and detention area and water mains and lines in reasonable condition and said notice shall include a demand that such deficiency in maintenance or repair be cured within said 30 days from the date such notice is received. If such deficiency has not been cured within said 30 days or any extension thereof, the Village may exercise said easement by entering the real estate and performing such maintenance or repair. The Association shall reimburse the Village for all expenses incurred by it in performing such maintenance or repair. If the Association has not reimbursed the Village in full for all such expenses incurred within 90 days after receipt of a bill detailing such expenses, then the cost of such maintenance or repair not so reimbursed shall be assessed in equal shares and be a lien against each parcel of real estate hereunder. Each Owner, by his acceptance of a deed to a parcel of real estate hereunder, grants the Village the right to bring an action in his name to collect such assessment or to foreclose such lien in a like manner as a mortgage on real property. Said easement shall be exercised only to the extent and for such period of time that the maintenance or repair is required to accomplish the purpose hereinabove mentioned.

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a) For the purposes of providing a general fund to enable the Association to exercise the powers, and make and maintain the improvements and render the services herein provided for, the

4. Method of Providing General Funds

e) To make such improvements to the entrance ways to THE WOODS OF OAK HILLS and side strips within streets in THE WOODS OF OAK HILLS provided such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the members of the Association acting in accordance with its constitution and by-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping THE WOODS OF OAK HILLS COMMUNITY ASSOCIATION a highly desirable and exclusive residential community.

d) To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.

c) To provide for the maintenance of facilities in any public street, park, or entrance ways, or on any land set aside for the general use of the property owners and residents in THE WOODS OF OAK HILLS COMMUNITY ASSOCIATION, including surface water detention and retention facilities.

b) To now care for, and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the officers of the Association, to keep any vacant and unimproved property and side strips in front of any property in THE WOODS OF OAK HILLS COMMUNITY ASSOCIATION neat in appearance and in good order and to make and collect reasonable charges, not to exceed cost to the Association, from owners of such property.

(4) To maintain entrance ways to THE WOODS OF OAK HILLS COMMUNITY ASSOCIATION.

(3) To spray and to take other measures for mosquito and fly abatement within THE WOODS OF OAK HILLS COMMUNITY ASSOCIATION.

(2) To provide for the plowing and removal of snow from public sidewalks and streets.

(1) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, and to care for, protect and replant shrubbery and grass in the side strips which are in the streets and set aside for the general use of residential owners of property in THE WOODS OF OAK HILLS COMMUNITY ASSOCIATION.

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Such liens shall continue for a period of 10 years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of assessment, in which case

d)

The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said real property prior to the effective dates of such liens. In the event of the issuance of a deed, pursuant to foreclosure of such mortgage or deed of trust or in lieu of such foreclosure, the grantee of such deed shall take title free and clear from any liens herein provided which accrue prior to the recording of such deed.

c)

In the event of failure of any owner to pay any assessment on or before 30 days following notice to such owner of such assessment or the scheduled due date thereof, if later, than such assessment shall become delinquent and shall bear interest at the rate of 8 percent per annum from the due date thereof to the date of payment, and the association shall have a lien on each lot against which such assessment is levied to secure payment thereof plus interest. When delinquent, payment of both principal and interest may thereafter be enforced against the owner personally, or as a lien on said real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of non-payment of assessments in the Office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of real property described therein a fee of \$250.00 which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectable in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

b)

- (1) \$25 per lot, when approved by the affirmative vote of a majority of the members; or
- (2) \$50 per lot when approved by the affirmative vote of two-thirds of the 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 increase which may be levied for any year shall be \$30 per lot.

Board of Governors of the Association shall determine for each year the total amount required of such fund for such year and may levy an annual assessment uniformly against each lot in THE WOODS OF OAK HILLS COMMUNITY ASSOCIATION in any amount not exceeding \$150.00 per lot, provided, however, that the annual rate of assessment may be increased by an amount not exceeding:

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Property of Cook County

West Suburban Bank Under Trust
Number 804 and Dated February 24, 1988
By: [Signature] Vice President

[Signature]
Secretary
ATTEST:

7. Until such time as the Association is formed as aforesaid, BARRIETT PROPERTIES shall have all the powers of the Association specified in this Article.

6. The Association shall not expend more money within any one year than the total amount of the assessment for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever binding the assessment of any future year except for the contracts for utilities, and no such contract shall be valid or enforceable against the Association. The Association V may be amended at any time by the written consent of the members of the Association who own, legally or beneficially, two-thirds of the lots in THE WOODS OF OAK HILLS COMMUNITY ASSOCIATION. The agreement or agreements to amend shall be duly executed and acknowledged by such members and recorded in the office of the Recorder of Deeds of Cook County, Illinois, except that no amendment shall be valid, the effect of which would be to increase the maximum annual rate of assessment herein provided.

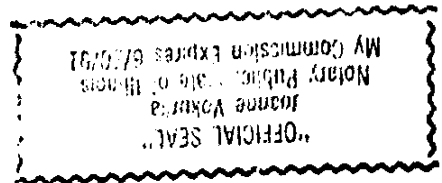
5. Expenditures limited to Assessment for Current Year

the lien shall continue until the termination of the suit and until the sale of property under execution of the judgment in such suit.

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Property of Cook County Clerk



Notary Public
Joanne Vokira

Given under my hand and notarial seal this _____ day of _____, A.D. 1988.

I, John J. [unclear], a Notary Public in and for the County of Franklin, State of Illinois, do hereby certify that West Suburban Bank, an Illinois corporation and John J. [unclear], John J. [unclear], John J. [unclear] of West Suburban Bank, an Illinois corporation and John J. [unclear], John J. [unclear], John J. [unclear] whose names are subscribed to the foregoing instrument as such John J. [unclear] a John J. [unclear] respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said John J. [unclear] did also then and there acknowledge that John J. [unclear] as custodian of the corporate seal of said corporation did affix the corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
DuPage) SS
COUNTY OF COOK)

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Property of Cook County

The undersigned, WEST SUBURBAN BANK OF DOWNERS GROVE/LOMBARD, an Illinois corporation, being the holder of a certain mortgage dated March 14, 1988 and recorded March 31, 1988 as Document No. 88132062 and a certain mortgage dated August 26, 1988 and recorded September 19, 1988 as Document No. 88425836 and with Assigments of Rents, Documents No. 88132063 and 88425837, which mortgages and assignments of rents relate to the real estate described in the foregoing Declaration, hereby consents to the recordation in the Office of the Recorder of Deeds of Cook County, Illinois of the foregoing Declaration, and agrees that said mortgages, and assignments of rents shall be subject to the provisions of said Declaration dated NOVEMBER 8, 1988.

IN WITNESS WHEREOF, the above and foregoing Covenants, Restrictions and Community Association have been executed by all the Owners of said property so as to burden and bind current and future property owners of said property, as Covenants running with the land, this 8th. day of November, 1988.

WEST SUBURBAN BANK OF
DOWNERS GROVE/LOMBARD
By Gerald R. Olson
Executive Vice President

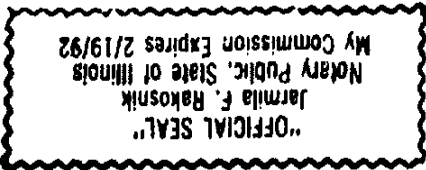
ATTEST:
By Marschelle E. Sekora
Vice President

CONSENT OF MORTGAGEE

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Property of Cook County Clerk's Office



* OF DOWKENS GROVE / LOR BARD

William L. Smith, Jr.
29 S. LaSalle Street, Suite 930
Chicago, Illinois 60603

This Instrument Prepared By:

Notary Public

A.D. 1988.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Gerald R. Olson, Exec. Vice Pres. of WEST SUBURBAN BANK, an Illinois corporation and THARSHALLE E. Seltore, Vice President thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Exec. Vice Pres. and Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and that said Vice President did also then and there acknowledge that she as custodian of the corporate seal of said corporation did affix the corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth. Given under my hand and notarial seal this 8th day of November 1988.

STATE OF ILLINOIS)
DuPage) SS
COUNTY OF COOK)

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EXHIBIT "A"

Legal Description

Lots 1 through 45 inclusive; Outlot B, and Outlot C in The Woods of Oak Hills Unit 1 according to the Plat thereof recorded Dec 2 88, 1988 as document no. 88567782 in Cook County, Illinois.

Permanent Index Numbers

06 34 100 001
06 34 100 002
06 34 100 015
06 27 301 026
06 27 301 027
06 34 100 046

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

PERMIT
\$27.00
\$41111 FROM 2518 10/02/89 13:12:00
\$41111 A *-89-464587
COOK COUNTY RECORDER

06 34 100 001
06 34 100 002
06 34 100 015
06 27 301 026
06 27 301 027

Permanent Index Numbers

Lots 47 through 57 in The Woods of Oak Hills Unit 2
according to the plat thereof recorded Plat 89-1111 in Cook
County, Illinois, 1988 as document no. 89-1111

Legal Description

EXHIBIT "B"

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DEPT-01 RECORDING
142222 TRAN 7412 12/08/88 16:55:00
#3313 # B *-88-567782
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

06 34 100 001
06 34 100 002
06 34 100 015
06 27 301 026
06 27 301 027

Permanent Index Numbers

Lots 46-I, 46-II, 46-III, 46-IV inclusive in The Woods of
Oak Hills Unit I according to the Plat thereof recorded
Dec 8, 1988 as document no. 18567782 in Cook,
County, Illinois.

Legal Description

EXHIBIT "C"