

SofS

UNOFFICIAL COPY

1989 JUL 28 PM 2:33

89347227

89347227

PROTECTIVE COVENANTS

Heatherwood Unit 4

George L. Bruckert, Jr., as Trustee under the Will of George L. Bruckert, hereinafter referred to as Trustee, holding record title as trustee to the following described premises situated in the County of Cook, State of Illinois, to wit:

\$17.00

Lots one (1) through six (6) inclusive, Heatherwood Unit 4, being a resubdivision of that part of Lots 4, 5, 6, 7, 8, 9 and 10 lying west of the westerly R.O.W. fence of the Illinois State Toll Highway, as monumented, in Block 15 in Highlands, a subdivision of the Northwest Quarter and the West 800 feet of the North 144 feet of the Southwest Quarter of the Third Principal Meridian, according to the plat thereof recorded November 16, 1891, as Document 1569674, in Cook County, Illinois;

In order to establish the nature of the use and enjoyment thereof does hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed to be restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to wit:

1. All lots shall be single family residential lots. The plans and location of all structures, screens and fences on each lot shall be approved in writing by the Trustee. Such approval shall be based, in part, upon the following:

- (a) No approval shall be given for any two-story residence having less than 2,800 square feet floor space, nor for any one-story residence having less than 2,400 square feet of floor space, both exclusive of porches, basement, and garage, unless Trustee shall expressly waive this provision upon examination of the plans.
- (b) The garage shall not extend forward of the main dwelling unless Trustee shall expressly waive this provision upon examination of the plans.

BOX 833 - GG

Prepared by/ Mail to - George L. Bruckert, Jr.
208 S. LaSalle
Chicago, IL 60604

18-07-117-001 thru 006
18-07-117-010, 011
Columbia Avenue
Mundelein, IL

89347227

7202301D1

UNOFFICIAL COPY

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

00.518

Property of Cook County Clerk's Office

Faint, illegible text in the middle section of the page.

20254584

Faint, illegible text at the bottom of the page, possibly a footer or concluding paragraph.

UNOFFICIAL COPY

8 9 3 4 7 2 2 7

- (c) No exterior wall shall be covered entirely with siding or other natural or simulated wood, unless Trustee shall expressly waive this provision upon examination of the plans.
- (d) Notwithstanding the minimum requirements herein set forth as to area, gracious or pleasing architectural style is of greater importance than area. The architectural styles normally acceptable include, but are not limited to the following: Southern Colonial, Williamsburg, Georgian, English Tudor, French Provincial, Normandy, Spanish and Cape Cod. Two-story houses are preferred. Ranch houses shall have a width across the front elevation of not less than 35 feet, exclusive of attached garage, unless Trustee shall waive this requirement upon examination of the plans.
- (e) Approval shall not be unreasonably withheld.
- (f) Owner need only submit exterior elevations for approval. No approval shall be required for the interior layout.
- (g) The restriction and covenants requiring plan approval shall expire upon the death of the Trustee, or his inability to act, unless continued in force by express incorporation in any contract of sale by the Seller who shall, in such event, have the right to grant or withhold such approval.
- (h) A side yard set back of not less than 10 feet shall be observed on both sides of each lot except that a side yard of 35 feet shall be maintained on the street side of the corner lot at Bittersweet Lane.

2. Each owner, during the construction of his residence, or immediately thereafter, shall cause a sidewalk to be constructed between his two side lot lines, extended, and immediately in front of his front lot line or at such other location and to such specifications as the Village of Hinsdale shall require, unless such sidewalk shall already have been constructed. Failure to

89347227

UNOFFICIAL COPY

Property of Cook County Clerk's Office

8004553

UNOFFICIAL COPY

8 9 3 4 7 2 2 7

construct such sidewalk before issuance of an occupancy permit shall constitute a breach of this covenant and the Trustee at anytime thereafter may cause such sidewalk to be constructed and the cost thereof shall become a lien upon the said lot and the Trustee or his successors, may recover the cost thereof and his or their reasonable expenses and attorneys fees in letting the construction contract and recovering the cost thereof and this paragraph shall constitute a covenant running with the land until compliance therewith.

3. Each owner, within three months after completion of his residence, shall plant and maintain or replace such tree or trees as shall be required by the provisions of his contract to purchase, and his failure to do so shall give the Trustee the same rights to enforce this covenant in the same manner as is provided in paragraph 2 herein as to sidewalks.

4. All laundry drying areas, trash and waste material must be screened from public view. No fence shall be constructed in the front yard without prior approval in writing of the Trustee. No chain link fence or cyclone fence shall be constructed. If a trailer shall be parked on any lot it must be so parked as to be concealed from public view. No trailer shall be used as living quarters while so parked. No dogs shall be tied or otherwise quartered outside the main residence or completely enclosed garage during the hours of 10:00 p.m to 8:00 a.m. inclusive.

5. The foregoing restrictions and covenants shall run with the land and shall be binding on all persons owning any of said

89347227

UNOFFICIAL COPY

Faint, illegible text, likely bleed-through from the reverse side of the page.

Property of Cook County Clerk's Office

00715551

UNOFFICIAL COPY

8 9 3 4 7 2 2 7

lots in Heatherwood Unit 4 until January 1, 2012, at which time said covenants shall be automatically extended in successive periods of 10 years each unless, by a vote of at least 2/3 of the then owners of the lots in said Heatherwood Unit 4, it is agreed to modify the said covenants in whole or in part and such modifications shall be incorporated in a written document, signed by such owners in recordable form and recorded in the Office of the Recorder of Deeds of Cook County. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deed or any part thereof, each and all such restrictions shall be valid and binding on the restrictive grantees. Violation of any one or more of these covenants may be restrained by any court of competent jurisdiction and damages awarded against such violators, provided, however, that a violation of these restrictive covenants or any one or more of them, shall not affect the lien of any mortgage which hereafter may be placed of record upon said lot; nor shall a violation of said covenants cause a reversion of the title to the land. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions but they shall remain in full force and effect. If there is a violation or threat or attempted violation of any of these covenants and restrictions, it shall be lawful for any person, persons, association or corporation, specifically including the Trustee and the owners of lots within the Heatherwood Unit 4 subdivision to prosecute any

89347227

UNOFFICIAL COPY

[Faint, mostly illegible text from a document, possibly a contract or legal notice, consisting of several lines of text.]

Property of Cook County Clerk's Office

7055552

proceedings at law or in equity against the person or persons violating or attempting or threatening to violate any of these covenants or restrictions and either to restrain or enjoin such violations or recover damages or other dues for such violation.

6. The developer has installed an internal drainage system to drain the interior portions of lots 1-6, both inclusive, in Heatherwood Unit 4. This system has been installed in the area shown on the plat as "Storm water drainage and detention easement", and shall become appurtenant to each of said lots and shall be jointly maintained in a serviceable condition by all of the owners of said lots, each owner to bear 1/6 of the costs of such maintenance. Each owner shall be responsible for keeping dirt and debris from his own lot from obstructing any inlet on his lot or on one of his side lot lines.

The Village of Hinsdale shall have access over, upon and across the easement for the purpose of maintaining the internal drainage system. At the request of any one or more owners of said lots, or at its own option in the exercise of its municipal powers, the Village of Hinsdale may enter the easement to maintain, construct, repair or reconstruct said internal drainage system and each of the lots in Heatherwood Unit 4 shall bear 1/6 of the cost of such work. The Village of Hinsdale may bill the owner of each lot as herein set forth and shall have a lien upon each lot for 1/6 of the cost of such work until the same shall have been paid. The Village of Hinsdale shall have the right to foreclose such lien for

UNOFFICIAL COPY

The undersigned, Clerk of Cook County, do hereby certify that the within and foregoing is a true and correct copy of the original as same appears from the records of said County.

In testimony whereof, I have hereunto set my hand and the seal of said County, at Chicago, this _____ day of _____, 19____.

Property of Cook County Clerk's Office

10/10/2025

UNOFFICIAL COPY

8 9 3 4 7 2 2 7

the unpaid portion of the amount due, together with interest, costs, the cost of suit and reasonable attorney fees.

This covenant shall run with the land until and unless the Village of Hinsdale, or its successor, shall certify that it has accepted maintenance of said system at the public expense, or that said system is no longer needed and that the easement for such purpose is released.

7. The Trustee has installed a noise abatement berm and sight barrier (fence) and planted vegetation in the area shown on the plat as "noise control berm easement." This easement shall become appurtenant to each lot in Heatherwood Unit 4 for the purpose of maintaining the berm, fence and vegetation. The owner of any such lot shall replace dead trees, plants and shrubs with such trees, plants and shrubs as he shall select and may plant therein and maintain such additional vegetation as he shall wish. No owner shall interfere with proper surface water drainage, nor direct surface water unnaturally to any other lot, nor interfere with the berm's lateral support. Each owner shall maintain substantially the contours of the berm and the vegetation thereon and keep the fence in repair between his own lot lines. If any owner shall fail to do so, the remaining owners and/or the Village of Hinsdale shall have the right, at the election of either to enter the easement for the purpose of maintaining or repairing the berm and fence and maintaining the vegetation and shall have a lien for the cost thereof, including the cost of foreclosing said lien. This paragraph shall constitute a covenant running with the land

89347227

UNOFFICIAL COPY

IN SENATE, January 11, 1900.

REPORT OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 11, 1899.

ALBANY, N. Y., 1900.

PRINTED BY THE STATE PRINTING OFFICE.

STATE OF NEW YORK.

SENATE.

COMMISSIONERS OF THE LAND OFFICE.

REPORT OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 11, 1899.

ALBANY, N. Y., 1900.

PRINTED BY THE STATE PRINTING OFFICE.

STATE OF NEW YORK.

SENATE.

COMMISSIONERS OF THE LAND OFFICE.

REPORT OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 11, 1899.

ALBANY, N. Y., 1900.

PRINTED BY THE STATE PRINTING OFFICE.

STATE OF NEW YORK.

SENATE.

COMMISSIONERS OF THE LAND OFFICE.

REPORT OF THE

COMMISSIONERS OF THE LAND OFFICE

Property of Cook County Clerk's Office

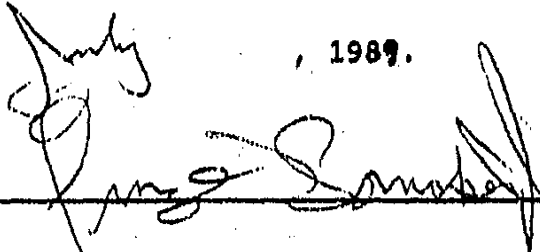
1899

UNOFFICIAL COPY

8 9 3 4 7 2 2 7

which shall be enforceable by the owner of any lot in the subdivision known as Heatherwood Unit 4.

IN WITNESS WHEREOF, the Trustee has caused his name to be affixed hereto this 27th day of July, 1989.



State of Illinois)
County of Cook) SS

On this 28th day of July, 1989, before me, the undersigned officer, personally appeared George L. Bruckert, Jr., as Trustee under the Will of George L. Bruckert, and acknowledged that he executed the foregoing instrument for the purposes therein contained on his behalf and on behalf of the trust under the Will of George L. Bruckert.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of July, 1989.





89347227

UNOFFICIAL COPY

IN SENATE, JANUARY 11, 1901.

REPORT OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED

Property of Cook County Clerk's Office

AND

REPORT OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED

BY THE SENATE, JANUARY 11, 1901.

REPORT OF THE

COMMISSIONERS OF THE LAND OFFICE

1857-1858

JAN 11 1901
SENATE
LAND OFFICE