

UNOFFICIAL COPY

91566847 7

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR EAGLE RIDGE ESTATES - UNIT TWO

The undersigned, CLEARVIEW CONSTRUCTION CORPORATION, being the Owner and Developer of the real estate included within the plat described as EAGLE RIDGE ESTATES UNIT TWO and described as follows, to-wit:

Lots 100 through 205, both inclusive, of Eagle Ridge Estates Unit Two being a subdivision of part of the Southeast quarter and the East half of the Southwest 1/4 of Section 32, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, TAX NUMBER: 27-32-400-006 VACANT LOTS, ORLAND PARK, ILLINOIS

hereby incorporates this instrument as part of said plat and makes the same a part thereof.

WITNESSETH:

OFFICIAL RECORD  
142222 TRAM 0299 10/30/91 11:19:00  
17542 + B \* - 91 - 566847  
COOK COUNTY RECORDER

The following covenants and restrictions are hereby imposed on all lots in the above-described subdivision, shall be considered running with the land and shall be binding upon the respective owners of said lots, their heirs, executors, administrators, successors, grantees, lessees and assigns:

ARTICLE I

91566847

FAMILY RESIDENTIAL BUILDINGS ONLY

Only one residential building shall be erected or allowed to exist upon any of the lots and said residential building shall be used or occupied as a single family dwelling only. None of said lots, as originally placed and subdivided on the attached plat, shall be divided or resubdivided except for the purpose of combining portions thereof with an adjoining lot or lots, provided that no additional building site is created thereby. Any single ownership or single holding by any person or persons which comprises the whole of one of said lots (as originally platted and subdivided) and a part or parts of one or more adjoining lots shall, for all purposes of this Declaration, be deemed to constitute a single lot upon which only one (1) residential building may be erected, constructed, or allowed to exist.

Said building on said premises or any part or portion thereof shall be used or occupied for single family, private residential purposes exclusively and shall never be used or occupied for multi-family, trade, commercial, home occupation business, or agricultural purposes of any kind or nature. The non-permissive uses prohibited above shall include, but shall not be limited to, the use of the premises for apartment dwellings, hospitals, sanitariums, rest homes, nursing homes, hotels, beauty shops, motels and boarding houses or for

the storing of commercial equipment or materials or for professional offices or business or professional purposes. In addition, such non-permissive uses prohibited above may not be established as incidental to any single family use on the premises.

No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this paragraph, however, shall be construed as preventing the renting or leasing of any entire residence as a single unit to a single family. No business or profession of any nature shall be conducted on any lot or in any residence constructed on any lot in this Subdivision, except the business of the sale of lots and houses in the Subdivision constructed by the Developer or its successors or assigns.

Anything herein to the contrary notwithstanding, nothing herein contained shall be construed so as to prevent the Developer or its assigns or successors from erecting a single family residential building or buildings on any lot or lots in the Subdivision and using and maintaining such building(s) as a sales office, model home(s), business office, storage area, and/or construction area, for the purpose of the development and sale of lots or homes in the Subdivision and any adjoining property.

## ARTICLE II

### TWO CAR ATTACHED GARAGE REQUIRED

As appurtenant to the residential building permitted by Article I hereof and to be used exclusively in connection with such residential building, a private garage of sufficient size to house not less than two (2) standard size American made automobiles shall be constructed or erected and maintained, which garage must be either attached to such residential building as an integral part thereof or attached thereto by an enclosed breezeway. Such garage shall not be used at anytime as a residence, either temporarily or permanently. Such garage shall, in architectural design and in proportionate construction cost, conform to said residential building.

## ARTICLE III

### SIDE YARD SETBACKS

For any building or structure, other than a fence, driveway, sidewalk or decorative wall, hereinafter erected or structurally altered on all lots in the Subdivision, there shall be a side yard from the sides of the building or structure to the said side lot line of such lot of not less than the setback required by the appropriate Village of Orland Park Ordinances.

## ARTICLE IV MANDATORY APPROVAL OF HOUSE PLANS AND RIGHTS OF COMMITTEE

Before anyone shall commence the construction, reconstruction, erection, remodeling, addition to, alteration or placing of any building, fence, wall, structure or improvement whatsoever on any of said improvement whatsoever on any of said lots in said Subdivision, there shall be submitted to the Architectural Committee (hereinafter defined and for convenience sometimes referred to as the "Committee") two (2) complete sets of construction plans for such building or structure, which plans shall include drawings, specifications, exterior elevations, construction materials, finished ground elevation (foundation grade or elevation in relation to the grade of the crown of the street) a site plan showing location of the buildings, fences and other structures upon the lot (all of which for convenience shall be referred to herein as the "construction plans") and no such building, fence, wall, improvement or structure shall be erected, constructed, or reconstructed, remodeled, added to, altered or placed upon any lot in said Subdivision unless and until said complete construction plans, including, but not limited to, the site plan and foundation and location of any building, with respect to the topography of the land, have received written approval of the Architectural Committee as herein provided. Within thirty (30) days after said complete construction plans have been submitted to it, the Committee shall in writing notify the owner of the lot of which said construction plans are proposed of its approval or disapproval of said construction plans, the date of mailing or personal delivery of said notice to be deemed to be the date of such notice. Anything herein to the contrary notwithstanding, recording in the Office of the Recorder of Deeds of Cook County of any such notice disapproving of the construction of any such building, improvement or structure commenced prior to approval by the Committee shall be sufficient notice to the owner and all persons of such nonconformity and shall preserve the right of the Committee, the Developer or any lot owner in the Subdivision to file suit to enjoin the construction of said building, improvement or structure and the removal of any portions thereof which may have been commenced, which said right to file suit, shall extend for one hundred twenty (120) days after the date of filing of said notice. If the Committee shall fail to file such notice of approval or disapproval within thirty (30) days after said complete construction plans have been submitted to it, and if no action shall have been instituted by the Committee or the Developer or any lot owner to enjoin the construction of the proposed building or structure, it shall be presumed that the Committee has approved such proposed construction plans.

Any suit filed by the Developer, the Committee or the owners of any lot in the Subdivision to enjoin the erection or construction of any building or structure not conforming fully to the requirements of this Article IV or any other of these restrictions shall be timely if

filed within one hundred twenty (120) days after the date the nonconforming owner shall have been notified of such default, provided such notice shall have been given within fifteen (15) days after discovery of said nonconformance.

The heights, ground elevation or grade of the top of each and every foundation, basement, crawl space or base walls for buildings constructed in the Subdivision shall be set and established by the Architectural Committee and no building shall be constructed unless the top of the foundation, basement, crawl space or base walls shall be in accordance therewith.

The Committee shall have the unrestricted discretion to prevent the building of and to disapprove of any construction plans submitted to it as aforesaid if, in the sole opinion of the Committee:

(a) Such construction plans are not in accordance with all of the provisions of this Declaration; or

(b) If the design, exterior and interior size, exterior shape, exterior construction materials or color scheme of the proposed building or other structure is not in harmony with the adjacent building or structures, or is too similar to the buildings adjoining the property.

(c) If such construction plans, as submitted, are incomplete; or

(d) If the Committee deems the construction plans or any part thereof or any material used on the exterior of the building or the finished ground elevations of the foundation or the location of the building with respect to the topography of the land to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare or rights of all or any part of the real property, subject hereto, or the owners, all in the sole uncontrolled discretion of the Committee; or

(e) If the Committee shall, within its sole and unlimited opinion and discretion, deem the construction plans or any part thereof or the building or structure to be unacceptable or of such design or proportions, or to be constructed of such unsuitable materials or exterior color schemes, as shall depreciate or adversely affect the values of other building sites or buildings in the Subdivision.

The decisions of the Committee shall be final. Neither the Developer nor any architect or agent of the Developer nor any member of the Committee shall be responsible in any way for the defects in any construction plans submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such construction plans. From and after the date of this Agreement and until ten (10) years after the date of this Declaration, the number of members of the Architectural Committee shall be determined from time to time by CLEARVIEW CONSTRUCTION

CORPORATION, its successors, assigns or any person whom it may in writing appoint and the members thereof shall be appointed by said CLEARVIEW CONSTRUCTION CORPORATION, or its successors, assigns or appointees. From and after ten (10) years after the date of this Declaration, the number and members of the Committee shall be determined by a majority vote of the owners of all of the lots of this Subdivision. If, at any time within ten (10) years after the date hereof, CLEARVIEW CONSTRUCTION CORPORATION or its appointee, assignee or successor shall expressly relinquish or refuse to exercise its power to determine the number and members of the Architectural Committee, the number and members of the Committee shall be determined by the majority vote of the owners of all the lots of this Subdivision.

## ARTICLE V MINIMUM LIVING AREA

In addition to all other requirements in this Declaration, residences erected on the lots in this Subdivision shall be as follows, and no such residence shall be erected or allowed to exist which does not conform to the following requirements:

(a) A one story residence shall contain at least 2000 square feet of living area, exclusive of garage, breezeway, porches, and basement.

(b) A one and one-half story residence shall contain at least 2600 square feet of living area, on the two floors, exclusive of the garage, breezeway, porches and basement (for all the purposes of this Declaration, a one and one-half story residence shall be defined as a residence with a second floor above the first floor, which second floor is smaller in living area than the first floor, but not to include those buildings commonly described as multi-level, split-level, bi-level or tri-level).

(c) A two story residence shall contain at least 2800 square feet of living area on the two floors exclusive of garage, breezeway, porches and basement.

(d) A multi-level, split-level, bi-level, tri-level or staggered level residence must contain at least 2400 square feet of living area exclusive of garage, breezeway, porches and basement.

"Basement" shall be defined as any part of the building four (4) feet or more below final grade.

## ARTICLE VI FRONT LINE SETBACKS

No buildings or portion thereof shall be erected closer to the front lot line or street right of way than the building setback line required by Orland Park Ordinances.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



## ARTICLE VII GARBAGE BURNING

No garbage or trash shall be burned on the premises except in an incinerator located inside of a residence.

## ARTICLE VIII NO TEMPORARY BUILDINGS, OUT-BUILDINGS, CAMPERS, TRAILERS, ETC.

No out-building, temporary house, campers, habitable motor vehicles, trailer, stand, recreational appurtenances, shack, barn, basement or other structure or building not attached to the residence constructed on said lot, whether of a permanent or of a temporary character, shall be constructed, placed, allowed to exist or used on any lot at any time either as a residence or otherwise and either temporarily or permanently. No residence erected on any lot shall be occupied in any manner at any time prior to its full completion in accordance with approved plans, as hereinabove provided. For the purpose of this Declaration, a tennis court or swimming pool, and its appurtenances shall not be considered an out-building or structure falling within this Article VIII. A storage or out-building may not exceed ten (10) feet in width, fifteen (15) feet in depth, ten (10) feet in height, and may be constructed in the rear yard in accordance with plans approved by the Architectural Committee, but in no event on any platted easement. Any such building shall have a minimum five (5) foot side and ten (10) foot rear setback.

## ARTICLE IX SIGNS

No advertising or signs or any type or character shall be erected, placed, permitted or maintained on any lot other than a name plate of the occupant and a street number not exceeding 2' x 1' in size and except for a "For Sale" or "For Rent" sign not exceeding 3' x 3' in size and of type, design and appearance approved by the Architectural Committee. This provision shall not apply to any sign which the Developer may erect identifying and/or advertising the Subdivision and adjoining land, any model homes which may be deemed necessary by the Developer for the operation and sale of the Subdivision and adjoining property or any house or any lots therein, which said signs the Developer may erect and maintain.

## ARTICLE X NO TRUCKS, CAMPERS, ETC., TO BE KEPT ON ANY LOT OR ON ANY STREET

No trucks, truck mounted campers, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any dedicated street in the Subdivision or maintained, stored or

parked on any of the lots in the Subdivision unless housed or garaged completely in a structure which complies with this Declaration and which has been architecturally approved by the Architectural Committee so as to fully screen them from view from the streets and from neighboring yards.

## ARTICLE XI JUNK MACHINERY & MATERIALS

No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any lot so they are visible from the streets or any neighboring lot, except as necessary during the period of construction of a building thereon. No part of the Subdivision shall be used for storage of junk or for wrecking yards.

## ARTICLE XII DESTRUCTION OF BUILDING

In the event any building or structure is destroyed either wholly or partially by fire or any other casualty, said building or structure shall be promptly rebuilt, repaired or remodeled, and all remaining portions of the building or structure, including the foundations and all debris shall, within sixty (60) days from the date of such fire or other casualty, be removed from the property and any excavation remaining therein shall be promptly filled with dirt, stone or other suitable non-organic fill material approved by the Architectural Committee.

## ARTICLE XIII GARBAGE CANS

No garbage, trash or refuse cans, containers or receptacles shall be maintained or kept in any portion of the lot beyond the front of any building constructed thereon, and all such garbage, trash or refuse cans, containers, and receptacles shall be placed so as to reasonably screen them from view from the streets.

## ARTICLE XIV ANIMALS

No animals, livestock or poultry or any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs, cats or other bona fide household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided they do not make any objectionable noises and do not otherwise create a nuisance or inconvenience to any of the residents of the Subdivision. Any pets which cause objectionable noise or otherwise constitute a nuisance or inconvenience shall forthwith be removed from the premises by the person having custody of the same.

4899516



# UNOFFICIAL COPY

## ARTICLE XV

### FENCES, DOG RUNS AND APPROVAL REQUIRED

A vinyl coated cyclone fence or dog run or enclosure may be erected on any lot in the Subdivision, provided it is not more than six (6) feet in height and does not extend in front of the rear wall of the building thereon. No other type of fence material may be used. The Architectural Committee must approve the design and location of any fence prior to construction.

## ARTICLE XVI

### BURIED UTILITY LINES

All public utility, cable television and radio wires, pipes, mains, tiles, conduits, cables, lines, service lines, and other appurtenances constructed, laid or installed in the Subdivision must be buried beneath the ground, except the necessary pedestals and transformers required to serve the underground facilities in the Subdivision.

## ARTICLE XVII

### TANKS & OUTSIDE AIR CONDITIONING UNITS

No tanks, buried or exposed, of any kind, shall be erected, placed or permitted to exist in the Subdivision. All air conditioning condensing units or other refrigeration, cooling or heating apparatus which are to be placed outside of a residence shall be located only in the side or rear yards of any residence constructed in the Subdivision, and no such unit or apparatus shall be located in any front yard of any residence in the Subdivision.

## ARTICLE XVIII

### PAVED DRIVEWAY BEFORE OCCUPANCY

No residence or building erected or placed on any lot in the Subdivision shall be occupied in any manner at any time prior to the installation and construction thereon by the owner thereof (at the owner's sole expense) of a concrete or brick paver driveway from the street to the garage, provided, however, that this requirement may be extended by the Architectural Committee for a period of not to exceed one hundred twenty (120) days in the event any such building shall be ready for occupancy during a time when inclement weather or labor strike shall prevent the construction and installation of such driveway. No driveway, sidewalk, walkway, private road or drive shall be constructed or allowed to exist on any lot in the Subdivision unless it shall be surfaced with concrete or brick pavers.

## ARTICLE XIX LAWN AND TREES

Within one (1) year after a residence or building erected or placed on any lot in the Subdivision shall be occupied, the owner of such lot shall lay, install or establish a grass lawn on all of such lot upon which no building, driveway, planting or other approved improvement exists.

Each lot owner shall plant a minimum of two (2) trees in the parkway of owner's lot at owner's expense. The type of trees to be planted shall be at least 2-1/2 inches in diameter at 6 inches above grade. The species shall be different than the immediately abutting lot species already planted. Owner shall comply with Orland Park Village ordinances regarding tree planting.

## ARTICLE XX CONSTRUCTION COMPLETION

Construction must be completed within one (1) year after the date construction of any residence shall have been commenced. All construction materials must be new. The first floor of any residence must be face brick on all sides; the entire exterior of any structure must be at least sixty percent (60%) face brick with the remainder to be wood or aluminum siding. Windows to be aluminum clad or vinyl clad. Gutters, fascia and eaves to be cedar wood or aluminum. No structure shall be moved onto the Subdivision from any off-site location. Within one (1) year from the date any lot is purchased from the Developer, or prior to resale by the original purchaser, whichever is earlier in time, the owner must install an approved main walk even though construction of a residence has not taken place.

## ARTICLE XXI WEED CUTTING AND CLEAN UP

Each lot shall at all times be kept in a clean and slightly condition. No trash, litter, junk, boxes, containers, bottles or cans shall be permitted to collect or remain exposed on any lot except as is necessary during the period of constructing. The owner of each lot shall be responsible for the cutting or removal of weeds each year on such lot so as to conform with the requirements, ordinances and regulations of the Village of Orland Park.

## ARTICLE XXII ACCEPTANCE BY GRANTEE

Each grantee of a lot in this Subdivision, by the acceptance of a deed conveying any lot in this Subdivision, shall accept title thereto upon and subject to each and all of these covenants, conditions and restriction.

9156847

ARTICLE XXIII  
EFFECTIVE DATE

These covenants, conditions and restrictions shall continue in effect until January 1, 2002, at which time they shall continue for successive periods of ten (10) years unless by a majority vote of the owners of the lots in said Subdivision at the beginning of each successive ten (10) year period they are amended or terminated.

ARTICLE XXIV  
AMENDMENT

At any time and from time to time while these restrictions are in effect, they may be amended or revoked by the recording in the Office of the Recorder of Cook County, Illinois, of an instrument declaring such amendment or revocation, which instrument shall be signed either by the CLEARVIEW CONSTRUCTION CORPORATION (or its successor and assigns) or by the then owners of at least sixty percent (60%) of the lots in said Subdivision, which shall be effective from and after the date of its recording, amendment or revocation provided, however, that if CLEARVIEW CONSTRUCTION CORPORATION or its successors and assigns shall hold legal title to any lot or lots in the Subdivision, then an amendment or revocation signed by at least sixty percent (60%) of the owners of such lots must also be signed by the Developer or its successors or assigns and if not so signed, such amendment or revocation shall not be valid. In the voting provided for herein and in making amendments and revocations of this Declaration, each of said originally platted lots shall be entitled to one (1) vote and shall count as one (1) owner in determining the number of votes and owners.

ARTICLE XXV  
GENERAL PROVISIONS

The invalidity of any covenant, condition, restriction, reservation, equitable servitude, grant, easement or setback line hereby imposed and created or any provision hereof or any part of such provision shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this instrument.

An acquiescence or failure to enforce any violation of the covenants, conditions, restrictions, reservations, equitable servitudes, grants or easements contained herein shall not be deemed to be a waiver of any of the other provisions of this document in any other instance.

# UNOFFICIAL COPY

9 1 3 1 6 8 4 7

IN WITNESS WHEREOF, CLEARVIEW CONSTRUCTION CORPORATION has caused these presents to be signed in its behalf by its Corporate Seal to be hereto attached, this 25 day of OCTOBER, 1991.

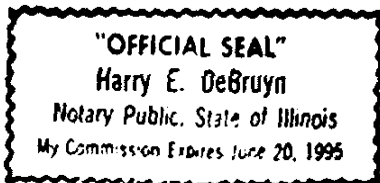
CLEARVIEW CONSTRUCTION CORPORATION

By: Peter Voss President

Attest: Peter Voss Jr. Secretary

Subscribed and Sworn to  
before me this 25 day  
of October, 1991.

Harry E. De Bruyn  
Notary Public



Prepared by:

Harry E. De Bruyn, Atty.  
15252 South Harlem Avenue  
Orland Park, IL 60462  
(708) 532-3223

41890616