

UNOFFICIAL COPY

1992 SEP -9 PM 12:07

92666825

RE/DECLARAT  
3-31-92:-21-92:  
7-1-92:9-1-92:DCJ

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
IN CONNECTION WITH KINGSPORT SOUTH SUBDIVISION  
IN ORLAND PARK, ILLINOIS

THIS DECLARATION made this 1st day of July, 1992, by  
STANDARD BANK AND TRUST COMPANY, not personally but as Trustee  
under a Trust Agreement dated October 1, 1991 and known as Trust  
No. 13061, (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of record of the property  
legally described on Exhibit A, which is attached hereto and  
incorporated herein, which property is commonly known as the  
Kingsport South Subdivision (hereinafter, the "Subdivision");

WHEREAS, Declarant, by a duly executed letter of direction  
signed by the beneficiaries of Trust No. 13061 aforesaid, has  
been directed to execute this Declaration;

WHEREAS, this Declaration sets forth covenants, conditions,  
restrictions, controls and limitations on the uses to which any  
lot in the subdivision may be put; and

WHEREAS, the purpose of this Declaration are to keep and  
maintain the Subdivision as desirable, attractive, uniform and  
suitable in architectural design and use, to prevent haphazard  
and inharmonious improvements thereto, to guard against the  
erection thereon of buildings built of improper or unsuitable  
materials, and to provide for the highest level and quality of

92666825

73-96-628 of 1

# UNOFFICIAL COPY

9 4 0 0 0 3 2 5

improvements thereto, as more fully set below.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Recitals: The foregoing recitals are incorporated herein as if fully set forth hereinafter.

2. Buildings or Structures: No building or structure of any kind whatsoever, other than a residential dwelling and appurtenances thereto, including but not limited to fences, shall be erected, altered, placed or permitted to remain on any lot in the Subdivision, except as set forth herein, and no such building or structure shall be put to any use other than for residential purposes. Such residential dwellings shall not exceed two (2) stories in height and shall include an attached garage for not more than three (3) automobiles.

3. Offensive Activities, Nuisance: No noxious or offensive trade or activity shall be carried on upon any lot in the Subdivision nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

4. Existing Structures: No existing structure shall be moved onto any lot in the Subdivision from an off-site location.

5. Parking of Vehicles: No type of commercial vehicle shall be parked outside any garage on any lot in the Subdivision; provided, however, that commercial vehicles may be so parked when

same are engaged in delivery or service to any residence located in the Subdivision. Further, no aircraft, recreation vehicle, commercial vehicle, boat or snowmobile shall be stored, either temporarily or permanently, outside any garage or otherwise in the open on any lot in the Subdivision.

6. Square Footage Requirements: All two (2)-story or multi-story houses shall have a minimum of 2400 square feet of living space and all one (1)-story houses shall have a minimum of 1600 square feet of living space. The term "living space" is defined as the sum of the horizontal areas of the several floors of the building, exclusive of basements and garages. All buildings in the Subdivision shall be constructed according to the applicable building codes, regulations and ordinances promulgated by the Village of Orland Park; provided, however, that if any of the standards set forth herein or which may be hereinafter imposed by amendment to this document are more restrictive than said codes, regulations and ordinances, the more restrictive standards shall govern.

7. Architectural Review: Prior to construction, all building plans shall be submitted for approval to an Architectural Review Committee with a \$200.00 review fee, , which shall not unreasonably withhold such approval. Said committee shall review submitted plans and reply to the submitting party no later than thirty (30) days after submitted. Until the sale of

# UNOFFICIAL COPY

the last lot or residence by the Developer, the committee shall consist of the two (2) persons designated by the Developer, or successors or nominees of same, and an independent architect to be appointed by the Developer. Upon the conveyance of the last lot by the Declarant, the legal titleholder of all lots shall, every two (2) years, shall elect a committee of two (2) owners to serve and form or appoint this committee and adopt By-laws for the committee. The committee shall consist of two (2) owners and one (1) architect advisor. All residential or other major construction, if any, must be undertaken and completed only by qualified builders so that the quality of workmanship on said buildings so constructed conforms to professional standards.

No construction or installation of any sort, including but not limited to residential construction, fences, walls or hedges, shall be commenced, erected or maintained, nor shall any addition or alteration thereto be made, except interior alterations until the construction plans and specifications, showing the nature, kind, shape, heights, materials, color scheme, location on lot, approximate cost of such improvements, the grading plan, and the landscape plan of the lot they are to be built upon, and shall have been submitted to and approved in writing by the Architectural Review Committee and if required by law, has been properly approved for permit by the Village of Orland Park. The Architectural Review Committee shall have the right to refuse to approve any such construction plans which are not suitable or desirable in the opinion of the Committee for aesthetic or other

reasons.

8. Exterior Appearance: All residential structures must have brick, stone, stucco, wood or aluminum.

9. Farm Animals; Domestic Animals: No farm animals or stock of any sort shall be kept or housed on any lot in the Subdivision. This restriction shall not apply to the keeping or housing of domestic birds, dogs, cats, fish or other domestic pets.

10. Site Grading: The owner of any lot in the Subdivision on which any site grading activity is planned shall be solely responsible for ensuring that such grading activity takes place according to the Master Grading Plan submitted by the Developer to and approved by the Village of Orland Park. Neither Declarant, nor Developer, can be held responsible for any failure of an individual owner to adhere to such Master Grading Plan. All such grading shall require a permit from the Village of Orland Park, Illinois. It is strongly recommended that, prior to commencement of construction on any lot, the owner of said lot accord due caution and regard to the siting of the proposed dwelling unit, its attached garage and the driveway, and the elevation of the top of foundation of said dwelling unit, its attached garage and the driveway, and the elevation of the top of

92666825

# UNOFFICIAL COPY

9 2 6 5 5 3 1 5

foundation of said dwelling unit, in connection with and as the siting of said structures may affect the grading of said Lot.

11. "For Sale" Signs: The Developer and their successors and assigns, shall be allowed to erect and maintain "For Sale" signs on any lot in the Subdivision until said lot, and any dwelling thereon, is sold to any person other than the Developer. After such sale to such other party, all "For Sale" or "For Rent" signs or any other advertising or display shall be prohibited on said lot. However, nothing in this paragraph shall be construed to restrict the erection of any signs by Developer, designed to advertise generally the name of the Subdivision, the Developer or contractors involved, or to call attention to model homes as set forth in paragraph 14 below, etc.; provided that such signs have been approved by the Village of Orland Park.

12. Fences: No fence or other non-residential structure shall be erected or maintained on any lot in the Subdivision which shall unreasonably restrict or block the view from an adjoining lot in the Subdivision or which is in violation of any Orland Park ordinance. No cyclone fences are allowed. Fences shall be allowed only in the rear yard of any lot. Said structures shall be no higher than six (6) feet, except for swimming pool enclosures, which shall be governed by local ordinances. Fences shall be limited to fifty percent (50%)

# UNOFFICIAL COPY

9 2 6 3 0 1 1

opacity, except for said swimming pool enclosures.

Prior to the erection of installation of any fence, plans and specifications for same shall be submitted to the Architectural Review Committee for approval.

13. Variations and Departures: Declarant hereby reserves the absolute unqualified right to enter into agreements with the owner or owners of any lot or lots, without the consent of the owner or owners of other lot or lots, to depart from vary any and all of the covenants set forth above, provided there are practical difficulties or particular hardships or other good and sufficient reasons evidenced by the owner making the request; and any such departure or variation, which shall be manifested by an agreement in writing, shall not constitute a waiver of any such covenant as to the other lots in the Subdivision, provided that any such departure or variation shall not result in harm or diminution in value of the Subdivision as a whole.

14. Model Homes: The Developer and all builders as designated by Developer, shall be allowed to construct residences of its choosing in the Subdivision. These residences shall be used as "model homes" to advertise the construction product of the aforementioned entities, with appropriate signage as approved by Village of Orland Park. Plans for all model homes shall be subject to the approval of the Architectural Review Committee.

9266825



# UNOFFICIAL COPY

9 2 6 5 3 2 5

15. Amendments: This Declaration may be amended by the Developer or Declarant until such time as Declarant has conveyed all lots in the Subdivision owned by them to other purchasers. Thereafter, this Declaration may be amended by vote of the majority of the owners of 24 lots in the Subdivision. No amendment shall be effective unless and until a copy of the same signed by the Declarant or, where appropriate, by majority of the owners of lots in the Subdivision, is filed of record in the office of the Recorder of Deeds of Cook County, Illinois. This agreement shall further govern the future disposition and ownership of lots in the Subdivision as to all owners hereof agreeing to be bonded by the terms of this agreement, their successors and assigns.

16. General Provisions:

(A) The covenants, conditions and restrictions contained herein, and all amendments thereto, shall run with the land and be binding upon Declarant and upon all persons claiming by, under and through Declarant until the date which is twenty-five (25) years from the date of execution of this Declaration;

(B) Upon the date referenced in subparagraph 16(A) above, this Declaration and all amendments thereto, shall be automatically extended for successive ten (10) year periods;

(C) In the event that the owner of any lot in the Subdivision shall violate or attempt to violate any of the covenants, conditions and restrictions, controls and limitations



# UNOFFICIAL COPY

contained herein, any owner of any other lot in the Subdivision shall have the right to institute and carry through any proceeding at law or in equity in order to prevent, restrain, enjoin or remove any such violation or attempted violation, or to recover attorney fees, expenses and damages based on such violation or attempted violation;

(D) In the event that a court of competent jurisdiction finds any section, part, provision, term or phrase of this Declaration invalid, said invalidity shall not affect the validity or invalidity of the remainder hereof;

(E) This Declaration shall be effective upon the filing of record of same in the office of the Recorder of Deeds of Cook County, Illinois.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be signed and sealed on the day and year first above written.

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustee, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

STANDARD BANK AND TRUST  
COMPANY, not personally, but  
as Trustee under Trust  
Agreement dated October 1,  
1991 and known as Trust No.  
13061:

By: [Signature]  
Its: Asst. Trust Officer

Attest:

By: [Signature]  
Its: Trust Officer

# UNOFFICIAL COPY

9 2 6 6 8 2 5

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Linda M. Kralewski personally known to me to be the Asst. Trust Officer of STANDARD BANK AND TRUST COMPANY, an Illinois Corporation, and James J. Martin, Jr. personally known to me to be the Trust Officer 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 acknowledge that a such Asst. Trust Officer and Trust Officer, they signed and delivered the said Instrument as officers of said corporation, and caused the corporation seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of September, 1992.

Kathy Hawes  
Notary Public



92666825

# UNOFFICIAL COPY

PERMANENT PARCEL NOS:  
27-02-301-001-0000

Document Prepared By:  
David B. Sosin  
LAW OFFICES OF DAVID B. SOSIN  
11800 South 75th Avenue, Suite 300  
Palos Heights, Illinois 60463  
(708)448-8141

92666825

# UNOFFICIAL COPY

0 4 6 5 3 4 5

## SCHEDULE OF EXHIBITS

Exhibit A: Legal Description

The North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 20, lying Westerly of the Wabash Railroad, all in Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

92666825