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DECLARATION OF PROTECTIVE COVENANTS

CARRIAGE RIDGE ESTATES

LEMONT, COOK COUNTY, ILLINOIS

MAY 01 1992

THIS DECLARATION made this 30th day of August, 1991, by THE STATE BANK OF COUNTRYSIDE, AS TRUSTEE UNDER TRUST AGREEMENT DATED May 6th, 1991, AND KNOWN AS TRUST NUMBER # 91-1044.

W I T N E S S E T H :

WHEREAS, DECLARANT is the owner of the real property described in Article I of this DECLARATION; and

WHEREAS, DECLARANT is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations and easements hereafter set forth, each and all which is, and are, for the benefit of said property, and each and every parcel thereof;

NOW, THEREFORE, DECLARANT hereby declares that the real property described in and referred to in Article I hereof is, and shall be, held, transferred, sold, conveyed and occupied subject to conditions, covenants, restrictions, reservations and easements (sometimes collectively referred to as "COVENANTS") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to the COVENANTS set forth herein is located in Lemont, Cook County, Illinois, and is more particularly described as follows, to wit:

The Southerly 798.68 feet, as measured along the Easterly and Westerly lines, of the East 30 acres of the Southwest Quarter of Section 21, Township 37 North, Range 11 East of the Third Principal Meridian, excepting there from that part dedicated for 119th Street, all Cook County, Illinois. Also known as Carriage Ridge Estates Subdivision.

ARTICLE II

GENERAL PURPOSE OF THIS DECLARATION

PK 22-21-402-003

MAIL TO
JANAS CONSTRUCTION
ATTN: JOE JANAS
771 HROMRADY LANE
LEMONT, ILL. 60434

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The real property described in Article I hereof is subject to the COVENANTS hereby declared to insure proper use and appropriate development and improvements of DECLARANT Subdivision and every part thereof; to protect the owners of the property therein against such improper use surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks and streets, and adequate free spaces between structures, and, in general, to provide adequately for a residential area of the highest quality and character.

ARTICLE III

GENERAL RESTRICTIONS

1. LAND USE AND BUILDING TYPE

All lots in DECLARANT Subdivision shall be used for private residence purposes only. No building, not specifically authorized elsewhere in the DECLARATION, shall be erected, re-erected or maintained on any parcel or lot except one (1) dwelling, designed by a licensed Architect and erected for occupancy by one (1) family, with attached garage.

2. BUILDING HEIGHTS

No dwelling shall be erected, altered or placed, which is more than (2 1/2) stories or thirty feet (30') in height. No accessory building or structure shall exceed seventeen feet in height.

3. DWELLING, QUALITY AND SIZE

It is the intention and the purpose of these COVENANTS to assure that all dwellings shall be of quality design, workmanship and materials. All dwellings should be constructed in accordance with the applicable governmental building code. The finished floor area of the dwelling, exclusive of basements, attached garages, open terraces and breezeways, shall be as follows:

A. For a One (1) and a One and a Half (1 1/2) story dwelling not less than one thousand seven hundred (1,900) square feet total finished living area:

B. For a dwelling of more than One and a Half (1 1/2) story not less than two thousand (2,200) square feet of total finished living area:

C. All plans for homes must be approved by the developer (Joseph Janas).

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All dwellings are to have either all face brick front or one-third (1/3) of total house in face brick. All dwellings must have attached garage for two or more cars. Any variations from the terms of this paragraph must be approved by the Developer in writing and said approval must be recorded in the office of the Recorder of Deeds of Cook County, Illinois.

4. SIDEWALKS

Sidewalks will not be installed by the developer (unless Developer builds a residence on a lot) and must be installed by any party who purchases a lot from the developer when the village requires sidewalks to be installed.

5. LOCATION OF LOTS

No building shall be located on a lot nearer to the front line than the front building line required under the applicable governmental regulations.

6. DRIVEWAYS

Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material.

7. EASEMENTS

Any easements that may hereinafter be reserved by the DECLARANT in connection with a deed of conveyance shall be deemed to be reserved to the DECLARANT, its successors or assigns.

8. NUISANCES AND LIVESTOCK

A. No noxious or offensive activity shall be carried on, in or upon any premises, or shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

B. No livestock, bees or poultry shall be kept or maintained in connection with any residence.

C. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves is permitted if allowed by appropriate governmental regulations:

D. The use of any driveway or parking area which may be in front or adjacent to, or part of, any lot as a habitual parking place for campers trailers, mobile homes, motor boats, houseboats, motor homes or commercial vehicles is prohibited:

E. Campers, commercial vehicles, trailers, motor homes, houseboats and mobile home may be maintained if housed completely within a structure. No roadways shall be used for the habitual parking or private or commercial vehicles or boats or trailers.

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9. PLANT DISEASES OR NOXIOUS INSECTS

No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

10. TEMPORARY STRUCTURES

A. No trailer, basement or an uncompleted building, tent, shack, garage, barn, motorized home, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent.

B. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling, and such building or structures shall be removed upon completion of construction.

11. UNDERGROUND WIRING

No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in DECLARANT Subdivision 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.

12. MAINTAINANCE OF ROAD PARKWAYS

The owners of lots in DECLARANT Subdivision shall be responsible for the maintainance of parkways located between their lot lines and edges of street pavements on which said lot falls. The owners of the lots are also responsible for the street curbs which fall between their lot lines.

13. DUMPING AND/OR RELATED NUISANCES

The discharge or dumping of any harmful chemicals, paper, boxes, metal, wire, junk or other refuse on or in any area shall be prohibited and the cost of removing same shall be borne by the party deposited thereon.

14. DEVIATIONS BY AGREEMENT WITH DECLARANT

DECLARANT hereby reserved onto itself, its successors or assigns, the right to enter into agreements with the grantee of any parcel, lot or lots (with the consent of grantee of lot or lots or adjoining adjacent property) to deviate from any or all of the COVENANTS set forth herein, provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such COVENANT as to the remaining real property of DECLARANT.

15. PARKWAY TREES

To be installed by owner of the lot at time of occupancy.

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ARTICLE IV

GENERAL PROVISIONS

1. All COVENANTS and other provisions herein set forth shall be subject to, and subordinate to, all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in the present subdivision, and none of said COVENANTS or other provisions shall supersede or in any way reduce the validity or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under judicial sale, any purchase at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any and all such property so purchased or acquired subject to all the COVENANTS and other provisions of this DECLARATION.

2. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any COVENANT or provision contained in this DECLARATION, such holding shall not impair, invalidate or otherwise affect the remainder of this DECLARATION which shall remain in full force and effect.

3. No recorded lot or lots can be divided, changed or resubdivided unless approved, in writing, by the subdivision Architect, upon review of practical difficulties or particular hardships evidenced by the lot owner.

IN WITNESS WHEREOF, DECLARANT has caused this instrument to be executed by its owner the day and year first above written.

STATE BANK OF COUNTRYSIDE
AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 6, 1991
AND KNOWN AS TRUST NO. 91-1044

BY Henry Secher

56060276

ATTEST:
[Signature]

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STATE OF ILLINOIS)

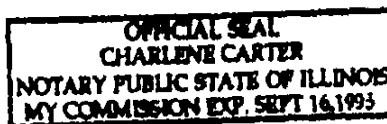
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COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Maureen J. Brocken of the STATE BANK of CHANDLER and Thomas T. Lagen of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Asst. Vice Pres. and _____ 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 Company, for the uses and purposes therein set forth, and the said Asst. Vice Pres. did also then and there acknowledge that _____, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as her own free and voluntary act of said Company and for uses and purposes therein set forth.

Given under my hand and Notarial seal this 2nd day of April, 1992

Charlene Carter
NOTARY PUBLIC



My Commission Expires:

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