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COOK COUNTY
RECORDER
JENNIFER WILSON
BRIDGEVIEW OFFICE

FOR RECORDER'S USE ONLY

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COVENANTS, CONDITIONS
AND RESTRICTIONS OF
DYNASTY LAKES ESTATES

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COVENANTS, CONDITIONS AND RESTRICTIONS OF

DYNASTY LAKES ESTATES

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American National Bank and Trust Company of Waukegan, as Trustee, under Trust Agreement dated April 12, 1993 and known as Trust Number 3493 and B.A. Development Company, Inc., sole beneficiary thereunder, hereinafter called the Declarant, are the owners of fee simple of certain real estate located in Cook County, Illinois, known by official plat designation as Dynasty Lake Estates Unit II pursuant to a plat recorded September 6, 1994 in the Recorder's Office of Cook County, Illinois as Document No. 94-780927, and described as follows:

LOTS 1 THROUGH 57 OF DYNASTY ESTATE LAKES UNIT II, BEING A SUBDIVISION OF THE NORTH WEST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 11-02-100-011-0000

Address: NEC
187th and Crawford
Hazel Crest, Illinois 60424

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots and residence constituting such subdivision, declarant hereby declares that all of the real property described above and each part thereof shall be held, sold and conveyed only subject to the following covenants, running with the land and shall be binding on all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "Declarant" shall mean developer, its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

SECTION 2. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above.

SECTION 3. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear except. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

SECTION 4. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the subdivision, and shall include contract

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sellers, but shall not include those holding title merely as security for performance of an obligation.

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ARTICLE II

USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

SECTION 1. Only one residential building shall be erected or allowed to exist upon any lot within said subdivision and said residential building shall be used or occupied only as a single-family dwelling exclusively for single-family, private residence purposes. No trade, commercial or business practice or activity of any kind or nature whatever shall be conducted, operated, maintained or permitted upon any of the property or from any structure on the property.

SECTION 2. No garage shall be constructed or erected on any lot unless it is attached to the residential building as an integral part thereof. Such garage shall not be used at any time as a temporary or permanent residence. Such garage shall conform to the architectural design of the residence, should be constructed of the same or similar building materials of the residence, and shall evidence the same quality of condition, appearance and relative proportion of the residence to which it is attached.

SECTION 3. No noxious or offense activity shall be carried on in or on any lot with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 13, below.

SECTION 4. No sign of any kind shall be displayed to public view, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a property for sale.

SECTION 5. No owner shall permit anything to be done or kept on his lot which would result in the cancellation of insurance on any residence or which would be in violation of any law.

SECTION 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. However, dogs, cats and other household pets may be kept.

SECTION 7. No rubbish, trash, garbage or other waste material shall be burned, kept or permitted on any lot except in sanitary containers located in appropriate areas concealed from public view.

SECTION 8. Every lot owner must plant at least two (2) shade trees or evergreen trees at the time of landscaping or within three (3) months after moving on the property, one in the parkway and on one the lot. If the lot is a corner lot, the lot owner must plant the two trees in the parkway according to the ordinances of the Village of Hazel Crest.

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SECTION 9. No outbuilding, basement, tent, shack, garage, trailer, motorhome, shed or temporary building of any kind shall be used as a residence, either temporary or permanently.

SECTION 10. The use of any driveway, parking area, roadway or lot which may be in front or adjacent to, or part of, any lot as a parking place for camper, trailers, mobile homes, motor boats, houseboats, motor homes, commercial vehicles, or pick-up trucks is prohibited and may only be maintained if housed completely in an attached garage.

SECTION 11. Unless otherwise authorized in writing by the developer, every residence being constructed, altered, or remodeled in the subdivision shall be completed within eight (8) months after the date of issuance of a building permit.

SECTION 12. Any and all basketball fixtures, including but not limited to poles, rims, and backboards, shall not be permitted in front yard areas or driveways. This prohibition shall not apply to side or rear yards.

SECTION 13. Declarant or the transferee of declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental or other disposition of residential units is essential to the residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent declarant, declarant's transferees, or the employees, contractors or subcontractors of declarant or declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owner or representative, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community and the disposition of lots, residences and model homes by sale, lease or otherwise;

(c) Prevent declarant, declarant's transferees, or the employees, contractors or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease or other disposition of subdivision lots, residences and model homes.

SECTION 14. Before anyone shall commence construction or alteration of any residence in the subdivision, approval of detailed plans and specifications prepared by a licensed

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architect for all structures to be constructed or altered on any lot in the subdivision, must be submitted to Builders Associates, Inc., 3311 Holeman Avenue, Unit F, South Chicago Heights, Illinois 60411, or the duly authorized agents or developers, or to its successors or assigns, for written approval as to the quality of workmanship and materials, and harmony of external design and size.

SECTION 15. The Developer, its heirs and assigns, shall have the right at any time and from time-to-time to add to the above described property and additional properties. Such right may be exercised by the Developer without the consent or approval of the owners.

Each such addition shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as Supplementary Declaration). Each such Supplementary Declaration shall specifically describe the land affected and each such Supplementary Declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the proposed construction to be accomplished upon the portion of land to which it relates provided that such additions or modifications shall not in any way alter or modify the effect of this Declaration or prior Supplementary Declarations with respect to land which has theretofore been made subject to the provisions of this Declaration.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residence.

ARTICLE III

OWNER'S OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE IV

OWNER'S OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will immediately prior to the casualty. Reconstruction shall be undertaken within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

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ARTICLE V

GENERAL PROVISIONS

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SECTION 1. Enforcement - Declarant or any owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability - Invalidation of any one of these covenants or restriction by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 3. Amendment - Covenants and restrictions of this declaration may be amended by declarant at any time by duly recording an executed instrument and/or by not less than three-quarters (3/4) of the subdivision lot owners if the subdivision is a fully occupied residential community.

SECTION 4. Subordination - No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the line of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

SECTION 5. Duration - The covenants and restrictions of this declaration shall run with and bind the land, and shall be enforceable for a period of twenty-one (21) years from the date hereof. Thereafter, they shall be automatically extended for an additional period of twenty-one (21) years unless otherwise agreed to in writing by the owners of at least three-quarters (3/4) of the subdivision lots.

Executed at Waukegan, Illinois
on the 10 day of September, 1991.

GRAND NATIONAL BANK P.A.
AMERICAN NATIONAL BANK AND TRUST CO. OF WAUKEGAN, AS
TRUSTEE, AS AFORESAID, AND NOT PERSONALLY,

BY: [Signature]
IT'S ASSISTANT TRUST OFFICER

ATTEST:

BY: [Signature]
IT'S ASST. VICE PRESIDENT

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STATE OF ILLINOIS)
) SS.
COUNTY OF ~~DEK~~)

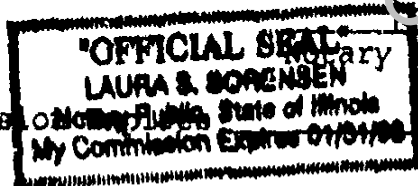
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I, Laura S. Sorensen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Doris E. Sibenaller, ASSISTANT TRUST OFFICER of GRAND NATIONAL BANK of AMERICAN NATIONAL BANK AND TRUST CO, OF WAUKEGAN and Sue Wick, ASST. VICE PRESIDENT Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT TRUST OFFICER and ASST. VICE PRESIDENT,

respectively, appeared before me this day in person and severally 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 ASSISTANT TRUST OFFICER did also then and there acknowledge that ASST. VICE PRESIDENT

as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as ASST. VICE PRESIDENT own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6 day of September, 1998.



My Commission Expires January 31, 1998.

B.A. DEVELOPMENT COMPANY, INC.
BY: Michael Mulderink
IT'S President
ATTEST: Peggy Mulderink
IT'S Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Denise Kovarik, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Mulderink, personally known to me to be the President, of B.A. Development Company, Inc., duly licensed to transact business in the State of Illinois, and Peggy Mulderink is personally known to me to be the Secretary Secretary 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 acknowledged that they signed and delivered the said instrument

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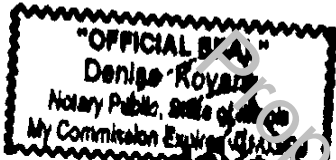
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as President and Secretary
of said corporation and caused the corporate seal of said
corporation to be affixed thereto, pursuant to authority given by
the Board of Directors of said corporation, as their free and
voluntary act and deed of said corporation, for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of
August, 1995.

Denise Royer
Notary Public

My Commission Expires 1-3, 1997.



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Denise Royer
Notary Public
State of Illinois
My Commission Expires 1/3/97

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