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DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS WOODED PATH ESTATES

ORLAND PARK, ILLINOIS : DEPT-01 RECORDING

\$37.00

T#0012 TRAN 0006 04/08/96 14:52:00
#5259 # ER *-96-262445
COOK COUNTY RECORDER

~~HARRIS BANK HINSDALE, N.A.~~

WHEREAS, ~~Harris Bank and Trust, a Corporation of Illinois~~, as Trustee under Trust Agreement dated July 24, 1991 and known as Trust No. 2946 and Worth Bank and Trust, a Corporation of Illinois, as Trustee under Trust Agreement dated September 13, 1993 and known as Trust No. 4955, (hereinafter called "Owners") are the Owners or have an interest in the property hereinafter described, and;

WHEREAS, it is the desire of said Owners to protect the future Owners of said parcels of real estate and dwellings which may be constructed thereon with certain easements, restrictions and protective covenants to the end that the community may develop in a desirable manner and so that the aesthetic and financial values relating to the property shall be maintained:

NOW THEREFORE, in consideration of these premises, said Owners do hereby establish the easements, restrictions, and protective covenants which follow hereinafter against the following described real estate and do hereby declare that after this date it shall hold title to said real estate subject to said easements, building restrictions and protective covenants. Said real estate is described as follows:

Lots 1 through 10 in Wooded Path Estates being a resubdivision of part of the West half of the Northwest Quarter of Section 12, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

27-12-100-004*019
79th Ave & 143rd St

LAND USE AND BUILDING TYPE:

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories or 35 feet in height and detached private garage for not more than four cars.

The ground floor area of the dwelling, exclusive of attached garages, shall be:

DEPT-10 PENALTY

\$34.00

- a. For one-story dwelling; not less than 3,000 square feet, exclusive of the basement area.
- b. For dwellings of more than one-story the total living area in the dwelling shall be not less than 3,400 square feet, exclusive of the basement area.

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BOX 333-CTI

15-47-7972

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- c. Landscaped front yard within 90 days of completion of construction.

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 attached to such residential building as an integral part thereof. 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.

EASEMENTS:

Easements for installation and maintenance of public utilities (including electricity, telephone, gas, telegraph, sewer and water) and drainage facilities are reserved as shown on the recorded Plat of Subdivision known as Lots 1 through 10.

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.

NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

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 bonafide 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

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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 in custody of the same.

ANTENNA RESTRICTIONS:

No poles, wires, rods or other devices or contrivances for the reception of television, radio or any other electronic signal shall be placed, erected or maintained on or about any lot or building on said property, or any part thereof. This restriction shall not relate or be deemed to relate to the interior of the building erected on said premises.

TERMS:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARCHITECTURAL CONTROL:

There is hereby created an Architectural Control Committee to be composed of:

JOSEPH A. BELL, HERMAN SLOANE and an architect to be selected

to provide an architectural control and design and in order to provide for a planned neighborhood. A majority of the committee may designate a representative to act for it, and it will be the responsibility of this committee to approve all plans for dwellings to be constructed on any of the property covered herein. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall not be the declarant, the Architectural Control Committee may notify the owners of such lots that they are resigning and it shall be the duty of said owners to elect a replacement committee or, if not so notified, the record owners shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers or duties.

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A. No building shall be erected, placed or altered on any lot until the construction and specifications and a plan by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

B. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

CONSTRUCTION COMPLETION:

Construction must be completed within one (1) year after the date construction of any residence shall have been commenced. The first floor of any residence must be face brick, stone or drivit on all sides. Gutters, facia 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.

ENFORCEMENTS:

Enforcement shall be by proceeding at law or in equity against any persons violating or attempting to violate any covenants either to restrain violation or to recover damages. In any such proceeding the Plaintiff, if successful, shall recover a reasonable attorney's fee as part of said suit.

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.

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NO TEMPORARY BUILDINGS, OUT-BUILDINGS, CAMPERS, TRAILERS, ETC.:

No out-building, temporary house, campers, habitable motor vehicles, trailer, recreational appurtenances, shack, barn, 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 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 covenant, but must be built in accord with Village of Orland Park regulations.

SIGNS:

No advertising or signs of 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.

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.

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TANKS & OUTSIDE AIR CONDITIONING UNITS:

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.

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 an asphalt 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 asphalt or brick pavers.

LAWN AND TREES:

Within six (6) months 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 lots 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.

WEED CUTTING AND CLEAN UP

Each lot shall at all times be kept in a clean and sightly 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 construction. 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.

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SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused their names to be signed to these presents, this _____ day of _____, 1995.

HARRIS BANK HINSDALE, A CORPORATION
OF ILLINOIS, not personally but as
TRUSTEE UNDER TRUST AGREEMENT DATED
JULY 24, 1991, AND KNOWN AS TRUST
NO. L-2946

SIGNATURES AND EXPLANATORY ATTACHED.

BY: _____
ITS _____

ATTEST:

ITS _____

WORTH BANK AND TRUST, A CORPORATION
OF ILLINOIS, not personally but as
TRUSTEE UNDER TRUST AGREEMENT DATED
September 13, 1993, AND KNOWN AS
TRUST NO. 4955

BY: 
ITS ASSISTANT TRUST OFFICER

ATTEST:


ITS BANKING ASSOCIATE SUPERVISOR

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own rights, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Worth Bank and Trust or any beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF ILLINOIS

COUNTY OF COOK

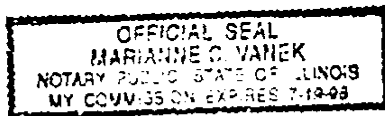
I, MARIANNE C. VANEK, THE UNDERSIGNED, A NOTARY PUBLIC IN
AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

JEANNE J. PRENDERGAST, ASSISTANT TRUST OFFICER AND DARLENE MORATTI,

BANKING ASSOCIATE SUPERVISOR OF WORTH BANK AND TRUST

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON S WHOSE NAME S
SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY
IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED, SEALED AND
DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT,
FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 03RD DAY OF
APRIL, 1996.



Marianne C. Vanek
MARIANNE C. VANEK

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This document is made and executed by Harris Bank Hinsdale, N.A., as Land Trustee, and is accepted upon the express understanding and Agreement of the parties hereto that Harris Bank Hinsdale, N.A. enters into the same not personally, but only as such Trustee, and that, anything herein to the contrary notwithstanding, each and all of the indemnities, representations, warranties, covenants, agreements and undertakings herein contained are intended not as the personal indemnities representations, warranties, covenants or undertakings of Harris Bank Hinsdale, N.A., or for the purpose of binding Harris Bank Hinsdale, N.A. personally, but are made and intended for the purpose of binding only that portion of the trust property described herein, and this document is executed and delivered by Harris Bank Hinsdale, N.A. not in its own right, but solely at the direction of the party having power of direction over the trust and in the exercise of the powers conferred upon Harris Bank Hinsdale, N.A. as such Trustee, and that no personal liability is assumed by, nor shall be asserted against, Harris Bank Hinsdale, N.A. or its agents or employees because of or on account of its making or executing this document or on account of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, including, but not limited to any liability for violations of the Comprehensive Environmental, Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. as amended or any other municipal, county, state or federal laws, ordinances, codes or regulations pertaining to the trust property or in the use and occupancy thereof, all such liability, if any being expressly waived and released. It is further understood and agreed that Harris Bank Hinsdale, N.A. individually, or as Trustee shall have no obligation to see to the performance or non-performance of any indemnity, representation, warranty, covenant, agreement or undertaking herein contained, and shall not be liable for any action or non action taken in violation thereof. It is further provided, however, that this paragraph shall not impair the enforceability, or adversely affect the obligations of any other signatories hereto or under any separate instrument of adoption or guarantee nor otherwise impair the validity of any indebtedness evidenced or secured by this document except as expressly set forth.

Harris Bank Hinsdale, N.A. as Trustee under Trust L-2142

By: Janet Hale
Assistant Vice President & Trust Officer

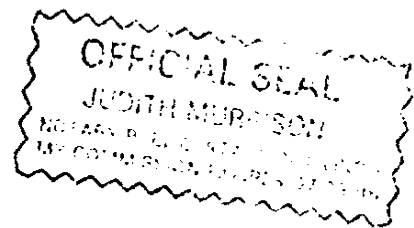
Attest: Shiraine Bayliss
Bank Officer

State of Illinois
County of DuPage

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Janet Hale, who is Assistant Vice President and Trust Officer of Harris Bank Hinsdale, National Association, and Shiraine Bayliss who is Bank Officer of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer and Bank Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the use and purposes therein set forth; and the Assistant Vice President then and there acknowledged that she, as custodian of the corporate seal, affixed the corporate seal to the foregoing instrument as her free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth. Given under my hand and seal this 21st day of April, 1995.

Prepared by and mail to:
J.A.B. Development, Inc.
10347 W. 147th St.
Orland, IL 60462

Judith Murrison
Notary Public



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