

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, AND EQUITABLE SERVITUDES

-for-

**HERITAGE KNOLLS
UNIT 3**

The undersigned, HERITAGE TRUST COMPANY, under trust agreement No. 88-3375 and dated July 14, 1988, an Illinois Corporation, (hereinafter called the "OWNER"), being the owner of the real estate included within the Plat of Subdivision for Heritage Knolls, Unit 3, recorded with the Recorder of Deeds of Will County, Illinois, as Document No. R92-17957 on March, 1992 and collectively described as follows, to wit:

Lots 1 to 12, 53 to 68, 147 to 149, 169 to 174 and lots 192 and 193 in Heritage Knolls Unit 3, a Subdivision of part of the East Half of the Southwest Quarter of Section 29, in Township 35 North, Range 12 East of the Third Principal Meridian, Frankfort Township, according to the plat thereof recorded March 16, 1992 as Document No. R92-17957, in Will County, Illinois.

PIN: 9-29-300-009 JA

hereby incorporates said Plat of Subdivision into this document and makes the same a part hereof.

WITNESSETH:

A. The following covenants, restrictions, reservations, equitable servitudes, grants, and set back lines (whether herein contained or contained on the Plat of Subdivision) shall be considered as running with the land and shall be binding upon the respective owners of said lots, in HERITAGE KNOLLS, UNIT 3 (HEREINAFTER called the "SUBDIVISION" and/or "PLAT") their heirs, executors, administrators, successors, grantees, lessees, and assigns:

1. SINGLE FAMILY RESIDENTIAL BUILDINGS ONLY

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 sale of lots and houses in the subdivision constructed by the developer of

828-68

the SUBDIVISION or its successors or assigns. None of said lots as heretofore platted shall be divided or re-subdivided except for the purpose of combining portions thereof with adjoining 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 heretofore 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 residential building may be erected, constructed, or allowed to exist.

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 an entire residence as a single unit to a single family.

Anything to the contrary notwithstanding, nothing herein contained shall be construed so as to prevent the developer or its successors, or assigns from erecting a single family residential building or buildings as a sales office, model home, business office, storage area, construction area, for the purpose of the development and sales of the lots or homes in the subdivision and any adjoining property.

2. TWO CAR GARAGE REQUIRED

As appurtenant to the residential building permitted by Paragraph 1 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 automobiles shall be constructed or erected, which garage must be either attached to such residential building as an integral part thereof or attached thereto by an enclosed breezeway or be architecturally designed to compliment the main residence, and be approved by the Architectural Committee. Such garage shall not be used at any time as a residence, except for being incorporated as part of the main residence or for use as related living or for domestic servants of the occupants of said residential dwelling. Such garage shall, in architectural design and in proportionate construction cost, conform to said residential building.

3. MANDATORY APPROVAL OF HOUSE PLANS AND RIGHTS OF COMMITTEE

Before anyone shall commence the construction, reconstruction, erection, remodeling, addition to, alteration or plac-

ing of any building, wall, structure, or improvement whatsoever on any of said lots in the 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 (which shall include a landscape plan) drawn by a licensed architect for such buildings or structure. The plans shall include drawings, specifications, exterior elevations, construction materials and a site plan showing the location of all buildings, fences, yard lights or other proposed structures. No structure shall be erected, constructed, reconstructed, remodeled, added to, altered or placed upon any lot in the subdivision unless and until complete construction plans have received written approval of the Architectural Committee as herein provided. The use of vinyl, rough construction grade plywood, pressboard or similar materials are prohibited.

Architectural designs should include a significant amount of stone or brick. The brick or stone should extend around the entire first floor area, unless the Committee, in its sole discretion, feels this would detract from an exceptional design. Such exceptions should be submitted for approval prior to the purchase of any lot.

The Committee shall have the unrestricted right 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 buildings, structures, or the character of the subdivision; or
- 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 to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare or rights of developer, or adjacent property owners, all in the sole and 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 sites or buildings in the subdivision; or

f. For example, and not limited to the matters mentioned in this subparagraph, the Committee shall only approve a very limited number, if any, of a particular style of house on any block or area within the subdivision. Further, the Committee will not approve flat top roofs, low pitched roofs or a style where the majority of the front of the house is utilized for a garage.

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 any 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 continuing for a period of ten (10) years, the number of members and the members of the Architectural Committee shall be determined by Hallmark Construction Company (hereinabove and hereinafter called "DEVELOPER"), or its successor, assignee or any person whom it may in writing appoint. 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 the lots in this and all prior units in this subdivision. If, at any time within ten (10) years after the date hereof, said Hallmark Construction Company, or its appointee, assignee, or successor shall expressly relinquish or refuse to exercise the 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 of the lots of this and all prior units. A majority of the Architectural Committee may designate any other member thereof to act for it as its representative, in its name and on its behalf, such designation to be evidenced by a writing so stating which is signed by no less than a majority of the Committee. By purchase of a lot in this development all lot owners do hereby agree to be bound by the decision of said Architectural Committee and do hereby waive any rights to seek recovery or take legal action against the OWNER, DEVELOPER or the Committee, or their representatives, for any actions they may take or refuse to take.

4. MINIMUM LIVING AREA

In addition to all other requirements in this Declaration, the following shall be the minimum sizes for the homes in this subdivision.

a. A one story residence shall contain at least two thousand (2,000) square feet of living area, exclusive of garage, breezeway, porches, and basement. The width (building portion facing the street) shall be greater than the depth of the building for any proposed building which is rectangular in shape.

b. Every other dwelling shall contain at least two thousand four hundred (2,400) square feet of living area, exclusive of garage, breezeway, porches, and basement. The ground floor of each structure shall contain at least one thousand (1000) square feet.

It is specifically declared that although a residence sought to be erected on any lot in this unit may conform to or exceed the minimum square foot living area requirements set out in this paragraph, the Architectural Committee may disapprove of such construction plans for the reasons stated herein.

5. NO TEMPORARY BUILDINGS, OUT BUILDINGS, CAMPERS, TRAILERS, ETC.

No temporary house, campers, habitable motor vehicles, trailer, tent, stand, recreational appurtenances, shack, basement, or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any lot at any time as a residence either temporarily or permanently and no residence erected on any lot shall be occupied in any manner at any time prior to its full completion in accordance with plans which have been approved pursuant to the terms of this Declaration. No mobile homes will be permitted on a temporary or permanent basis.

Nothing herein contained shall be construed so as to prevent the Developer from using such temporary facilities for the purpose of the development and sale of the lots or homes in the subdivision and any adjoining property.

6. LOT OWNER'S RESPONSIBILITY FOR DAMAGE TO SIDEWALKS AND CURBS

In the event the Village of Frankfort shall require the replacement or repair of the curb or sidewalks in front of the owner's lot the owner shall, at his own expense, repair

or replace such sidewalk or curb in accordance with the requirements of the Village of Frankfort. It shall be the responsibility of the owner to prevent such damage from occurring by adequately protecting the curb and sidewalk during the construction of his home. In the event of the failure of the owner to make such repairs, Developer may make such repairs and shall have the right to a lien against the realty to secure recovery of the costs and expenses incurred by the Developer and for the costs and expenses, including legal fees, in collecting the amount due to Developer.

7. NO TRUCKS, CAMPERS, ETC., TO BE KEPT ON ANY LOT OR ON ANY STREET

No trucks, truck-mounted campers, motor homes, 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 or undedicated street or right-of-way in the subdivision, and the dedication of any such right-of-way or street in the plats incorporated herein shall be subject to this provision. No such items shall be 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 approved by the Architectural Committee so as to fully screen them from view from the streets and from neighboring yards.

8. JUNK, MACHINERY AND MATERIALS

No implements, machinery, lumber, building materials or similar items shall be permitted to remain exposed upon any lot so they are visible from the street 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 or display of junk or unsightly items or materials.

9. OUT-BUILDINGS

Construction of out-buildings must be architecturally designed to compliment the main residence and must be approved by the Architectural Committee.

10. ANIMALS

Household pets, i.e., dogs, cats or other bona fide non-exotic household pets, may be kept in a house. Absolutely no commercial breeding or keeping of animals for commercial purposes shall be allowed. Any pets which cause objectionable noises or otherwise constitute a nuisance or inconven-

ience, in the judgment of the Architectural Committee, shall forthwith be removed from the premises by the person having custody of the same. No pets shall be allowed to roam unattended or to leave its owner's lot unattended. Walking pets shall be permitted provided that suitable arrangements are made to clean the public ways of any animal debris.

11. DRIVEWAY REQUIREMENTS

Within six (6) months of issuance of occupancy permit a concrete, asphalt, or bituminous paved driveway from the street to the garage shall be installed or caused to be installed by the lot owner. Only one ninety (90) day extension of this requirement may be granted.

12. NINETY DAYS TO COMPLETE SHELL AND SIX MONTHS TO COMPLETE EXTERIOR

The work of constructing, altering or remodeling any building on any lot shall be prosecuted diligently from its commencement and until the completion thereof. Unless otherwise specifically authorized in writing by the Architectural Committee, the complete exterior structure or shell (i.e., all framing, sheeting, and insulating materials) must be completed, erected and constructed within ninety (90) days after the date construction of any residence shall have been commenced. The completed shell (including the roof and all exterior wall coverings) on every building or residence shall be completed within six (6) months after the date of commencement of such building. The purpose of this provision is to require the exterior of all buildings to appear and be completed within six (6) months from the time construction was commenced.

13. 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 necessary during the periods of construction. The owner of each vacant lot shall be responsible for the cutting or removal of weeds or unsightly conditions on such lot so as to minimally conform with the requirements of any existing or future ordinances and regulations of the Village of Frankfort and/or to any requirements of the Architectural Committee.

14. SIGNS

No advertising or signs of any type or character, including "for sale" signs, shall be erected, placed, permitted or maintained on any vacant lot. This provision shall not apply

successive lot owners in the subdivision. The provisions herein may be enforced by the OWNER, or owners of any lot in said subdivision, or by the Developer, its successors and assigns or by the Architectural Committee on behalf of the lot owners. A violation of the restrictions herein contained shall warrant the OWNER, DEVELOPER, its successors and assigns, or other lot owner(s) benefiting thereby or the Architectural Committee to apply to any court of law or equity having jurisdiction for an injunction to prevent such violation and/or for damages or other proper relief. If such relief be granted, the defendant lot owner shall pay all court costs and reasonable attorney's fees of the Plaintiff. No delay or omission on the part of the Developer, or its successors or assigns, or the OWNER or owners of any other lots in said subdivision in exercising any right, power, or remedy herein provided for, in the event of any breach of any of the restrictions herein contained, shall be construed as a waiver thereof or any acquiescence thereto; and no right of action shall accrue nor shall any action be brought or maintained by or on account of the failure or neglect of the OWNER, the Developer, its successors or assigns, or the Architectural Committee to exercise any right, power, or remedy herein provided for in the event of any such breach, or for imposing any of the restrictions herein on account of the failure or neglect of the OWNER, the Developer or the Architectural Committee, or their successors or assigns, to exercise any right, power, or remedy herein provided for in the event of any such breach, or for imposing any of the restrictions herein. In the event any such law suit is filed against the OWNER, Developer or Architectural Committee, the person so filing the law suit shall be liable for all costs and attorneys fees and other expenses of said case incurred by the OWNER, Developer or Architectural Committee, including the expense of expert witnesses, regardless of the outcome of any such suit.

The restrictions herein contained shall continue in effect until December 31, 2000, 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, they are amended or terminated.

At any time, prior to December 31, 2000, while these restrictions are in effect, they may be amended or revoked by the recording in the office of the Recorder of Deeds of Will County, Illinois, of any instrument declaring such amendment or revocation, which instrument shall be signed either by the Developer (or its successors and assigns) or by the then owners of not less than two-thirds (2/3) of the lots in said subdivision, which declaration shall set forth such amendment or revocation and shall be effective from and after the date of its recording; provided, however, that if the Developer or its successors and assigns either, in its name or in the name of a land trustee, shall hold legal title to any lot or lots in the subdivision, then the amendment or revocation signed by not less than two-thirds (2/3)

of the owners of such lots must also be signed by the Developer, or its assigns, and if not so signed, such amendment or revocation shall not be valid until December 31, 2000.

At any time, on or after January 1, 2001, while these restrictions or any part thereof, which have not been revoked or amended, are in effect they may be amended or revoked by the recording, in the office of the Recorder of Deeds of Will County, any instrument declaring such amendment or revocation, which has been signed by the then owners of not less than a majority of the lots in the Subdivision. A certificate signed and acknowledged by the Recorder of Deeds for Will County or by an abstractor or title company, doing business in Will County, that any such instrument of amendment or revocation has been signed by the then owners of not less than a majority of such lots shall be deemed prima facie evidence that such instrument has been signed by the owners of the required number of lots. No certificate of any sort shall be required if an amendment or revocation shall be signed by the Developer, or its successors and assigns prior, to December 31, 2000.

In the voting provided for herein and in making amendments and revocations to this Declaration, each of the platted lots shall be deemed a unit and the owner or owners thereof shall be entitled to only one (1) collective vote and shall count as one owner in determining the number of votes and owners.

IN WITNESS WHEREOF, HERITAGE TRUST COMPANY, not individually but solely as Trustee, under Trust Agreement dated July 14, 1988 and known as Trust No. 88-3375, as owner of record, has caused this instrument to be executed by its ~~Land Trust Officer~~, attested by its Assistant Secretary, and its corporate seal to be hereto fixed, on the day and year first above written.

Vice President

HERITAGE TRUST COMPANY, not individually, but solely as Trustee under Trust Agreement dated July 14, 1988, and known as Trust No. 88-3375

By:

[Signature]
Land Trust Officer

Vice President

Attest *[Signature]*
Asst. Secretary

THIS INSTRUMENT IS EXPRESSLY MADE A PART HEREOF;

R92-17958

SHIRLEY R. KUSTA
WILL COUNTY RECORDER



R92 0017958



1009 HRS



03 16 92



FEE: 23.00

RIDER

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 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 only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, 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.

HERITAGE TRUST COMPANY