

DECLARATION OF PROTECTIVE COVENANTS

R.77-10037

OAK VALLEY SUBDIVISION
UNIT I
HOMER TOWNSHIP, WILL COUNTY, ILLINOIS

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FILED-RECORDERS OFFICE
WILL COUNTY, ILL.

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James J. Farrell
RECORDER
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THIS DECLARATION, made this first day of April, 1977, by OAK VALLEY SUBDIVISION, hereinafter called "DECLARANT,"

WITNESSETH:

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 of which is and are for the benefits of said property and each owner thereof and shall inure to the benefit of and pass with 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 the conditions, covenants, restrictions, reservations and easements (sometimes hereinafter collectively referred to as "Covenants") hereafter 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 Homer Township, Will County, Illinois, and is more particularly described as follows, to-wit:

Oak Valley Subdivision, Unit No. I, being a Subdivision of part of the East half of the Northeast quarter of Section 23, Township 36 North, Range 11 East of the Third Principal Meridian, in Will County, Illinois.

ARTICLE II

GENERAL PURPOSES OF THIS DECLARATION

The real property described in Article I hereof is subjected to the Covenants hereby declared to insure proper use and appropriate

development and improvements of Oak Valley Subdivision and every part thereof; to protect the owners of the property therein against such improper use of 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 Oak Valley Subdivision shall be used for private residence purposes only. No building, not specifically authorized elsewhere in this 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, and an attached private garage containing no more than three (3) parking spaces for the sole use of the owners or occupants of the dwelling. Other accessory buildings and structures may be erected in such manner and location as hereinafter provided or as approved, in writing, by Declarant's Subdivision Architect or its successors or assigns.

2. BUILDING HEIGHTS:

No dwelling shall be erected, altered, or placed, which is more than two and one-half (2½) stories or thirty feet (30') in height, whichever is lesser, unless a greater height is approved, in writing, by Declarant's Subdivision Architect. No accessory building or structure shall exceed seventeen feet (17') in height unless a greater height is approved, in writing, by Declarant's Subdivision Architect or its successors or assigns.

3. DWELLING, QUALITY AND SIZE:

It is the intention and purpose of these Covenants to assure that all dwellings shall be of a quality of design, workmanship and materials approved by Declarant's Subdivision Architect or its successors or assigns. All dwellings shall be constructed in

accordance with the applicable governmental Building Code and with more restrictive standards that may be required by Declarant's Subdivision Architect, its successors or assigns. The finished floor area of the dwelling, exclusive of basements, attached garages, open terraces and breezeways, shall be as follows, unless approved, in writing, by the Subdivision Architect:

- A. For one-story dwellings -- not less than 2,000 square feet of total finished living area.
- B. For dwellings of more than one-story -- not less than 2,500 square feet of total finished living area.

4. LOCATION ON LOT:

No building shall be located on a lot nearer to the front lot line than the front building line required under the applicable governmental regulations. No dwelling shall be located within twenty feet (20') of a rear lot line or twelve feet (12') of a side lot line not adjoining a street. No tennis court or swimming pool shall be located on a lot unless the same shall comply with all setback and side yard requirements as in these declarations set forth.

5. 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. Plans and specifications for driveways, culverts, pavement edging or markers shall be as approved, in writing, by Declarant's Subdivision Architect, its successors or assigns.

6. EASEMENTS:

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

7. HOME OCCUPATIONS, NUISANCES AND LIVESTOCK:

- A. No home occupation or professions shall be conducted in any dwelling or accessory building thereto located in Oak Valley Subdivision. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

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- B. No livestock, bees, poultry or more than two (2) dogs or two (2) cats, over four (4) months of age, 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 boats, houseboats, and motor homes may be maintained if housed completely within a structure which has been approved, in writing, by Declarant's Subdivision Architect, its successors or assigns. No roadways shall be used for the habitual parking of private or commercial vehicles or boats or trailers.
- F. The term "commercial vehicles" shall include all automobiles, station wagons, trucks and vehicular equipment which shall bear signs or have printed on the side of same reference to any commercial undertaking or enterprise. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance.

8. 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.

9. NAMEPLATES AND HOSPITALITY LIGHT STANDARDS, TELEVISION OR RADIO ANTENNAE AND TOWERS, OR FLAG-POLES:

- A. There shall be not more than one (1) nameplate for each residence. A nameplate shall be not more than forty-eight square inches in area, and contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto or upon the wall of an accessory building or structure, or free-standing in the front or side yard or on the mailbox, or as approved by the Subdivision Architect.
- B. One (1) electric hospitality light standard per residence of a design approved by the Subdivision Architect, its successors or assigns, shall be located within the front yard by each owner.

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- C. No free standing television or radio antennae, or tower, shall be erected or used, and no television or radio antennae attached to a building shall exceed the height of such building by more than ten feet (10') unless specifically permitted, in writing, by Declarant's Subdivision Architect, its successors or assigns.
 - D. Flag poles are permitted, provided the pole is not more than twenty-five feet (25') in height, unless otherwise approved by Declarant's Subdivision Architect, its successors or assigns.
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 buildings or structures shall be removed upon the completion of construction. Said buildings or structures must first be approved by the Subdivision Architect.
11. ARCHITECTURAL CONTROLS:
- A. It is understood and agreed that the purpose of architectural control is to secure an attractive, harmonious residential development having continuing appeal. No building, fence, wall, pier, mail box, swimming pool, well or other structure or improvement shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations, nor shall any land contours be changed, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location of lot, final lot grade and approximate cost of such building or other structure or improvement, and the grading plan and/or landscape plan, as required, of the lot to be built upon shall have been submitted to and approved, in writing, by Declarant's Subdivision Architect, its successors or assigns.
 - B. Declarant's Subdivision Architect, its successors or assigns, shall have the right to refuse to approve any such construction plans or specifications, grading plan, and/or landscape plan, etc., which are not suitable or desirable, in the opinion of Declarant's Subdivision Architect, its successors or assigns, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan and/or landscape plan, Declarant's Subdivision Architect, its successors or assigns, shall have the right to take into consideration the suitability of the proposed building or other structure

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with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties.

- C. In no instance shall a building of a design exactly the same as any other on Declarant's real estate be permitted except as approved by Declarant's Subdivision Architect, its successors or assigns.
- D. All plans, specifications and other material shall be filed in the office of the Declarant's Subdivision Architect, its successors or assigns, for written approval or disapproval.
- E. The DECLARANT hereby assigns and appoints as the Subdivision Architect:

JAMES B. CLARAGE, AIA
Box 289, Route #5 - 1000 Hamilton Court Building
Lockport, Illinois 60441
Phone: AC815 - 838-8177
- F. A report, in writing, setting forth the decisions of Declarant's Subdivision Architect, successors or assigns, and the reasons therefor shall thereafter be transmitted to the applicant by Declarant's Subdivision Architect, its successors or assigns, within twenty-one (21) days after the date of filing the plans, specifications and other material by the applicant.
- G. Declarant's Subdivision Architect, its successors or assigns, will aid and collaborate with prospective builders or owners and make suggestions from preliminary sketches.
- H. Resubmissions of plans showing required revisions shall be transmitted to applicant within fourteen (14) days after date of filing the plans by the applicant. Prospective builders or owners are encouraged to submit preliminary sketches for informal comment prior to the submittal of full architectural drawings and specifications for approval.
- I. In the event: (a) Declarant's Subdivision Architect, its successors or assigns, fails to approve or disapprove, within forty-five (45) days after submission, the final plans, specifications and other material, as required in the Declaration; or (b) no suit to enjoin construction has been filed within forty-five (45) days after commencement of such construction, approval shall not be required, and the related requirements of this Declaration shall be deemed to be complied with.
- J. A Standard Architectural Control Fee of Two Hundred and no/100 Dollars (\$200.00) shall be paid by the applicant to the Subdivision Architect at the time of initial submission of plans and specifications for review, as stated above. The payment of the Architectural Control Review Fee

does not automatically guarantee an approval of plans and specifications by the Subdivision Architect.

In addition to reviewing applicant's plans and specifications, the Subdivision Architect will furnish each lot owner with top of building foundation elevation.

- K. EXTERIOR MATERIALS AND APPEARANCE -- Face brick and/or stone finish material shall be used on no less than sixty-six percent (66%) of the exterior structure unless otherwise approved by the Subdivision Architect.

12. 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 Oak Valley 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.

13. MOTOR BIKES, SNOWMOBILES, HORSES, AND/OR OTHER SIMILAR USES:

No motor bikes, snowmobiles, horses, and/or other similar uses shall be allowed within the Subdivision and its related pedestrian walk easement.

14. MAINTENANCE OF ROAD PARKWAYS AND PEDESTRIAN WALK EASEMENTS:

- A. The owners of lots in Oak Valley Subdivision shall be responsible for the maintenance of parkways located between their lot lines and edges of street pavements on which said lot falls.
- B. Also, lot owners shall be responsible for maintenance of pedestrian walk easements as located on the recording plat, which are located within their lot. Pedestrian walk easements shall be used only by the residents of Oak Valley Subdivision and their guests for walking purposes only.

15. 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 depositing or causing the same to be deposited thereon.

16. DEVIATIONS BY AGREEMENT WITH DECLARANT:

Declarant hereby reserved unto itself, its successors or assigns the right to enter into agreements with the grantee of any Parcel, lot or lots (without the consent of grantees of other lots or

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adjoining or 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.

ARTICLE IV

GENERAL PROVISIONS

1. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in paragraph 2 of this Article for an initial period of 15 and 30 years from the date of April 1, 1977, and thereafter for successive period of 15 years each.
2. The Covenants herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under them. Declarant and each owner or owners of any of the above land from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any lot in Oak Valley Subdivision - Unit I any structure which is and remains in violation of the Covenants above set forth, or any of them for a period of 30 days after actual receipt of written notice of such violation from Declarant by the owner of such lot, then Declarant shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant and such owners to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver to the right to do so as to any subsequent violation.
3. The record owners in fee simple of the residential lots in Oak Valley Subdivision - Unit I may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and

conditions contained in this Declaration and may release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:

- A. Any such change or changes may be made effective at the end of the first 15 year period from the date of recording of this Declaration if the record owners in fee simple of at least THREE-FOURTHS (3/4) of said lots consent thereto;
- B. Any such change or changes may be made effective at the end of said initial 30 year period or any such successive 15 year period if the record owners in fee simple of at least TWO-THIRDS (2/3) of said lots consent thereto at least five (5) years prior to the end of any such period;
- C. Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the office of the Recorder of Deeds of Will County, Illinois.

A recordable certificate by an accredited abstractor or title guaranty company doing business in Will County, Illinois, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms, and corporations then owning property in Oak Valley Subdivision - Unit I, and shall run with the land and bind all persons claiming by, through or under any one or more of them.

- 4. 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 Oak Valley Subdivision, Unit-I, and none of said Covenants or other provisions shall supersede or in any way reduce the security 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 purchaser 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.

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- 5. 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.
- 6. No recorded lot or lots can be divided, changed or re-subdivided, unless approved, in writing, by the Subdivision Architect, upon review of practical difficulties or particular hardships evidenced by the lot owner.

IN WITNESS WHEREOF, OAK VALLEY SUBDIVISION-UNIT I, has caused this instrument to be executed by its owner, the day and year first above written.

Prepared by:

OAK VALLEY SUBDIVISION
Marquette National Bank, as Trustee under Trust #1321, and not personally;

By *Robert Alexander Jr*
Asst. Trust Officer

WITNESSED

By _____

By *Sharon M Wayne* By _____

Mail To:
James Clarage
1000 So. Hamilton
Lockport, Illinois
60441