

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS, EQUITABLE SERVITUDES, GRANTS AND EASEMENTS**

The undersigned, FIRST NATIONAL BANK OF JOLIET, as Trustee under Trust Agreement dated July 5, 1988, known as Trust No. 3262, and FIRST NATIONAL BANK OF JOLIET, as Trustee under Trust Agreement dated June 20, 1989, known as Trust No. 3529, being the owners, and KIPLING DEVELOPMENT CORP., an Illinois Corporation (hereinafter sometimes referred to as "Developer") of THE HUNT CLUB UNIT ONE subdivision, legally described as follows:

A SUBDIVISION OF PART OF THE EAST HALF OF THE  
NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35  
NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERID-  
IAN, WILL COUNTY, ILLINOIS.

P.I.N.: 06-17-200-007 AND 06-17-200-008

**W I T N E S S E T H:**

A. The following covenants, restrictions, reservations, equitable servitudes, grants, easements and set back lines are hereby imposed on all lots in the above-described HUNT CLUB UNIT ONE and shall be considered running with the land and shall be binding upon the respective owners of said lots, their heirs, executors, administrators, successors, grantees, lessees and assigns:

(1) Only one residential building shall be erected or allowed to exist upon any of the Lots in said HUNT CLUB UNIT ONE, and said residential building shall be used or occupied as a single-family dwelling only. None of said lots, as originally platted and subdivided or re-subdivided except for the purpose of combining portions thereof with an adjoining lot or 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 originally 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.

Said building on said premises or any part or portion thereof shall be used or occupied for single family, private residential purposes exclusively and shall never be used or occupied for multi-family, trade, commercial, home occupation, business or agricultural purposes of any kind or nature. The non-permissive uses prohibited above shall include, but shall not be limited to, the use of the premises for apartment dwellings, hospitals, sanitariums, rest homes, nursing homes, hotels, beauty shops, motels and boarding houses or for the storing of commercial equipment or materials or for professional offices or business or professional purposes. In addition such non-permissive uses prohibited above may not be established as incidental to any single-family use on the premises.

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. 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 the sale of lots and houses in the Subdivision constructed by the Developer or its successors or assigns.

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

(2) As appurtenant to the residential building permitted in 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 American made automobiles shall be constructed or erected and maintained, which garage must be either attached to such residential building as an integral part thereof or attached thereto by an enclosed breezeway. Such garage shall not be used at any time as a residence, whether temporarily or permanently, with the exception that such garage may, in addition to sufficient space to house said two American size automobiles, contain living quarters 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) For any building or structure, other than a fence, driveway, sidewalk or decorative wall, hereinafter erected or structurally altered on any lot in the Subdivision, there shall be a side yard from the sides of the building or structure to the said side lot line of such lot of not less than ten (10) feet on each side.

(4) Before anyone shall commence the construction, reconstruction, erection, remodeling, addition to, alteration or placing of any building, fence, wall, structure or improvement whatsoever on any of said lots in said 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 for such building or structure, which plans shall include drawings, specifications, exterior elevations, construction materials, finished ground elevation (foundation grade or elevation in relation to the grade of the crown of the Street) a site plan showing location of the buildings, fences, and other structures upon the lot (all of which for convenience shall be referred to herein as the "construction plans") and no such building, fence, wall improvement or structure shall be erected, constructed, reconstructed, remodeled, added to, altered or placed upon any lot in said Subdivision unless and until said complete construction

plans, included but not limited to the site plan and foundation grade and elevation, finished ground elevation and location of any building with respect to the topography of the land, have received written approval of the Architectural Committee and herein provided. Within thirty (30) days after said complete construction plans have been submitted to it, the Committee shall in writing notify the owner of the lot for which said construction plans are proposed of its approval or disapproval of said construction plans, the date of mailing or personal delivery of said notice to be deemed to be the date of such notice. Anything herein to the contrary notwithstanding recording in the Office of the Recorder of Deeds of Will County of any such notice disapproving of said construction plans or disapproving of the construction of any such building, improvement or structure commenced prior to approval by the Committee of such building shall be sufficient notice to the owner and all persons of such nonconformity and shall preserve the right of the Committee, the Developer or any lot owner in the Subdivision to file suit to enjoin the construction of said building, improvement or structure, and the removal of any portions thereof which may have been commenced, which said right to file suit, shall extend for one hundred twenty (120) days after the date of filing of said notice. If the Committee shall fail to file such notice of approval or disapproval within thirty (30) days after said complete construction plans have been submitted to it, and if no action shall have been instituted by the Committee or the Developer or any lot owner to enjoin the construction of the proposed building or structure, it shall be presumed that the Committee has approved such proposed construction plans.

Any suit filed by the Developer, the Committee or the owners of any lots in the Subdivision to enjoin the erection or construction of any building or structure not conforming fully to the requirements of this Subparagraph (4) or any other of these restrictions shall be timely if filed within one hundred twenty (120) days after the date the nonconforming owner shall have been notified of such default, provided such notice shall have been given Within fifteen days after discovery of said non-conformance.

The heights, ground elevation or grade of the top of each and every foundation, basement, crawl space or base walls for buildings constructed in the Subdivision shall be set and established by the Architectural Committee and no building shall be constructed unless the top of the foundation, basement, crawl space or base walls shall be in accordance therewith.

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 building or structures; 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 materials used on the exterior of the building or the finished ground elevations of the foundation or the location of the building with respect to the topography of the land to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare or rights of all or part of the real property, subject hereto, or the owners, all in the sole 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 building sites or buildings in the Subdivision.

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 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 until ten (10) years after the date of this Declaration, the number of members of the Architectural Committee shall be determined from time to time by Kipling Development Corp., a Corporation, or its successor, assignee or any person whom it may in writing appoint and the members thereof shall be appointed by said Kipling Development Corp., or its successors, assignee or appointee. 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 all the lots of this Subdivision. If, at any time within ten (10) years after the date hereof, Kipling Development Corp., or its appointee, assignee or successor shall expressly relinquish or refuse to exercise its 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 the lots of this Subdivision. Edward C. Mattox, a member of the Committee has been designated by Kipling Development Corp., and the Committee to act for the Committee as its representative, in its name, and on its behalf; in addition, 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.

(5) In addition to all other requirements in this Declaration, residences erected on the lots in this Subdivision shall be as follows, and no such residence shall be erected or allowed to exist which does not conform to the following requirements:

(a) A one-story residence shall contain at least 1700 square feet of living area, exclusive of garage, breezeway, porches and basement.

(b) A one and one-half story residence shall contain at least 1950 square feet of living area exclusive of garage, breezeway, porches and basement (for all the purposes of this Declaration, a one and one-half story residence shall be defined as a residence with a second floor above the first floors, which second floor is smaller in living area than the first floor, but not to include those buildings commonly described as multi-level, split-levels, bi-level or tri-level).

(c) A two story residence shall contain at least 1200 square feet of living area on the first floor exclusive of garage, breezeway, porches and basement and shall contain at least a total of 2000 square feet of living area.

(d) A multi-level, split-level, bi-level, tri-level or staggered level residence must contain at least 2250 square feet of living area exclusive of garage, breezeway, porches, and basement.

It is specifically declared that although a residence sought to be erected on any lot in this Subdivision may conform to or exceed the minimum square foot living area requirements set out in this Subparagraph, such residence may not conform to all of the requirements of Subparagraph (4) above and the Architectural Committee may otherwise disapprove of such construction plans based upon the provisions of said Subparagraph (4) above.

(6) No building or portion thereof shall be erected closer to the front lot line or street right of way than the building set back lines shown on the plat of the Subdivision for that particular lot.

(7) No garbage or trash shall be burned on the premises except in an incinerator located inside of a residence.

(8) No out building, temporary house, campers, habitable motor vehicles, trailer, stand, recreational appurtenances, above ground swimming pools, satellite dishes, shack, barn, basement 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 either as a residence or

otherwise and 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 inground swimming pool, and its appurtenances shall not be considered an outbuilding or structure falling within the Subparagraph, and further provided a storage building with a maximum size of 200 square feet constructed in accordance with the plans approved by the Architectural Committee may be erected in the rear yard on a poured concrete pad and must meet the same construction specifications as set forth in subparagraph (4).

(9) 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 or which may be deemed necessary by the Developer for the operation and sale of the Subdivision and adjoining property or any house or lots therein, which said signs the Developer may erect and maintain.

(10) 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 or undedicated Street or right of way in the Subdivision and the dedication of any such right of way or Street in the plat attached hereto shall be subject to this provision. No trucks, truck mounted campers, trailers, house trailers, buses, boats, boat trailer, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any 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 neighboring yards.

(11) No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any lot so they are visible from the streets 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 of junk or for wrecking yards.

(12) In the event any building or structure is destroyed either wholly or partially by fire or any other casualty, said building or structure shall be promptly rebuilt, repaired or remodeled, all remaining portions of the building or structure, including the foundations and all debris shall, within sixty (60) days from the date of such fire or other casualty, be removed from the property and any excavation remaining therein shall be promptly filled with dirt, stone or other suitable non-organic fill material approved by the Committee.

(13) 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, all such garbage, trash or refuse cans, containers, and receptacles shall be so placed as to reasonably screen them from view from the streets.

(14) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that not more than two (2) dogs, cats or other bona fide household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided they do not make objectionable noises and do not otherwise create a nuisance or inconvenience to any of the residents of the Subdivision. Any pets which cause a nuisance or inconvenience shall forthwith be removed from the premises by the person having custody of the same.

(15) No fence or dog run or enclosure shall be erected on any lot in the Subdivision that

shall be more than six (6) feet in height and such fence shall not extend in front of the rear wall of the building thereon; provided, however, that this restriction shall not be intended to prevent the erection of an open decorative fence or a decorative hedge not more than four (4) feet in height extending from the front of the building to the front property line. All fences require approval of the Committee as provided in paragraph four (4) above. There shall be no cyclone fence erected on any of the lots -in the subdivision.

(16) 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.

(17) No satellite dishes or elevated tanks of any kind shall be erected, placed or permitted to exist in the Subdivision. Any tanks for use in connection with any residence constructed in the Subdivision, including tanks for the storage of gas or oil shall be buried below ground. 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.

(18) 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 thereof (at the owner's sole expense) of a concrete, asphalt or bituminous paved driveway from the street to the garage provided, however, that this requirement may be extended 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 concrete, asphalt or bituminous concrete provided, however, that slabs of stone, exposed aggregate concrete or like materials may be used only upon the express written consent of the Architectural Committee.

(19) Within thirty (30) days 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 such lot upon which no building, driveway, planting or other approved improvement exists, provided however that the time for completion of such lawn may be extended by the Architectural Committee for a period not to exceed one hundred twenty (120) days, in the event that during said thirty (30) day period following occupancy, inclement weather or labor strike shall prevent the laying, installation or establishment of such lawn. The Architectural Committee may waive the requirement for an established lawn in an area where in the opinion of the Committee existing trees make such lawns unnecessary, and that vacant lots purchased by a private party are to be graded off to the elevation as required by the recorded Plat of Survey, and shall be seeded within thirty (30) days of closing on such lot, if not immediately built upon within said thirty (30) day period of time. Owners of such lots shall be required to maintain the property, and the growth of grass shall not exceed four (4) inches at any given time.

(22) All roofing materials on all buildings, included the residence dwelling and all structures attached or detached to the residence, must be made of a minimum weight 235# asphalt or fiberglass roofing shingle.

The Architectural Committee, as set forth in subparagraph (4) herein, must approve all construction materials before construction begins.

(23) All owners of the lots in the Subdivision shall be responsible through the formation of the Homeowners Association, for the maintenance of the Street lights located within the Subdivision, the maintenance of all common areas, berms, boulevard landscapings, entrance walls entranceway landscapings, common area signs, and the insurance policy premiums to insure against

damage to the same. In respect to the entrance walls located at the two entrances to the Subdivision, the possession of these walls shall be deeded to the Purchaser of these lots, and an easement shall be created to allow for the maintenance of the same by the Homeowners Association. Each owner shall be responsible for their prorata share of these costs at a rate of FIFTY (\$50.00) DOLLARS per year per homeowner to be held in a separate interest bearing account as established by the Developer of the Subdivision. The first payment shall become due and payable at the time and date of closing on such lot or building, and shall become due in said FIFTY (\$50.00) DOLLAR sum on the first day of January of each and every subsequent year, beginning with the year 1992.

(24) 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 period of construction. The owner of each lot shall be responsible for the cutting of grass each year on such lot so as to conform with the requirements of the Architectural Committee who shall have the right after 30 days of written notice to hire someone to cut the grass and clean the debris and shall have the right to lien said lot for repayment of same.

(25) An easement of widths shown on said plat is hereby reserved for the use of Commonwealth Edison Company, Illinois Bell Telephone Company, Northern Illinois Gas Company, drainage and a cable television operator who obtains a franchise, their successor and assigns, and anyone working by, through or under them, all as shown by dotted or broken lines on the plat to install, lay, construct, renew, operate and maintain pipes, beneath the ground only, with all necessary appurtenances for the purpose of serving this Subdivision and adjoining with electric, telephone, cable television, gas, sewer and water service together with the right to enter upon said easements at all times to install, lay, construct, renew, operate and maintain said pipes, mains, tiles, conduits, manholes and cables. All such utility pipes,

mains, tiles, conduits, cables and appurtenances (except necessary pedestals and transformers required to serve the underground facilities so constructed in the Subdivision) and lines of any nature and whether constructed, installed, laid or reconstructed in such easements or in streets or rights of way in the Subdivision, must be buried under and beneath the ground; no permanent building, fence, tree or shrubs shall be placed on said easement, but same may be landscaped and used for other purposes that do not interfere with the use of said easement for public utilities purposes.

(26) Each grantee of a Lot in this Subdivision, by the acceptance of a deed conveying any lot in this Subdivision, shall accept title thereto upon and subject to each and all of the covenants, conditions, restrictions, reservations, equitable servitudes, grants and easements herein contained, and by such acceptance shall for himself, his heirs, personal representatives, successors, assigns, grantees and lessees, covenant and agree to and with the grantees and subsequent owners of each said other lots, to keep, observe, comply with and perform said covenants, conditions, restrictions, reservations, equitable servitudes and grants.

B. The covenants, conditions, restrictions, reservations, equitable servitudes, grants, easements and set back lines herein contained and created in Paragraph A (all of which may hereinafter be referred to as the "restrictions") shall be considered as appurtenant to and running with the land and shall operate for the benefit of the Developer, its successors and assigns and all the lots in said Subdivision or by the Developer, its successors and assigns. A violation of the restrictions herein contained shall warrant the Developer, its successors and assigns or any other lot owner(s) benefiting thereby to apply to any court of law or equity having jurisdiction for an injunction to prevent such violation or for damages or other proper

relief, and if such relief be granted, the Court may, in its discretion, award to the plaintiff, his or its Court costs and reasonable attorneys' fees. No delay or omission on the part of the Developer or their successor or assigns in interest, or the owner or owners of any other lot or 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 there of of any acquiescence therein; nor shall neglect of the Developer or its successors or assigns to exercise any right, power or remedy herein provided for in the event of any such breach, stop Developer from imposing any of the restrictions herein; and said restrictions herein shall continue in effect until January 1, 2012, 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 at the beginning of each successive ten (10) year period they are amended or terminated.

At any time and from time to time while these restrictions are in effect, they may be amended or revoked by the recording in the Office of the Recorder of Will County, Illinois, of an instrument declaring such amendment or revocation, which instrument shall be signed either by the Developer (or its successors or assigns) or by the then owners of not less than eighty-five percent (85%) 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 or assigns shall hold legal title to any lot or lots in the Subdivision, then an amendment or revocation signed by not less than eighty-five percent (85%) of the owners of such lots must also be signed by the Developer or its successors or assigns and if not so signed such amendment or revocations shall not be valid. A certificate signed and acknowledged by the Recorder of Will County or by an abstractor or title company doing business in Will County that any such instrument or amendment or revocation has been signed by the then owners of not less than eighty-five percent (85%) 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 such amendment or revocation shall be signed by the Developer or its successors or assigns. In the voting provided herein and in making amendments and revocations of this Declaration, each of said originally platted lots shall be deemed a unit and the owner or owners thereof shall be entitled to one (1) vote and shall count as one owner in determining the number of votes and owners.

The word "Developer" as used in this Declaration is defined as and intended to include and mean Kipling Development Corp., and Illinois Corporation, its successors and assigns.

The invalidity of any covenant, condition, restriction, reservation, equitable servitude, grant, easement or set

back line hereby imposed and created or any provision hereof or any part of such provision shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this instrument.

The paragraph headings or marginal identifications contained herein are for the convenience only and do not define, limit or describe the contents thereof.

Any acquiescence or failure to enforce any violation of the covenants, conditions, restrictions, reservations, equitable servitudes, grants or easements contained herein shall not be deemed to be a waiver of any of the other provisions of this document in any other instance.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF JOLIET, as Trustee under Trust Agreement dated July 5, 1988, known as Trust No 3262, and FIRST NATIONAL BANK OF JOLIET, as Trustee under Trust Agreement dated June 20, 1989, known as Trust no. 3529, has caused these presents to be signed in its behalf by its Vice-President and attested by its Secretary and has caused its Corporate Seal to be hereto attached as and for the act and deed of said Trustee, this 19<sup>th</sup> day of March 1992, and KIPLING DEVELOPMENT CORP. has caused these presents to be signed in its behalf by its President.

FIRST NATIONAL BANK OF JOLIET, as  
Trustee under Trust Agreement dated  
July 5, 1988, known as Trust No 3262

BY: (Trust Officer)

ATTEST:  
(Trust Officer)



FIRST NATIONAL BANK OF JOLIET, as  
Trustee under Trust Agreement dated June  
20, 1989, known as Trust No 3529

BY: (Vice President)

ATTEST:

(Trust Officer)

KIPLING DEVELOPMENT CORP.

BY: (Edward C. Mattox, President)

Subscribed and Sworn to  
before me this 19<sup>th</sup> day  
of March, 1992.

(Notary Public)