

96R 035760

96R 035760

McHENRY COUNTY RECORDER
PHYLLIS K. WALTERS

⑧

96 JUL 11 AM 11:05

Phyllis K. Walters

RECORDER'S STAMP

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration made this 28th day of June, 1996, by Dzemal Mulasmajic and Doris Mulasmajic (hereinafter sometimes called "the Developer").

ARTICLE 1

Declaration - Purposes

SECTION 1.01: General Purposes. The Developer is the owner of certain real property located in McHenry County, Illinois, and has created thereon a subdivision known as Doral Ridge Estates. The real property is legally described in Article 3.

The Developer desires to provide for the preservation of the values and amenities in said subdivision, including without limitation, preservation of its natural setting and beauty, visual continuity, environmental integrity and critical wetlands, and to this end, desires to subject the real property described in Article 3 to the covenants, restrictions, easements and charges hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

SECTION 1.02: Declaration. To further the general purposes herein expressed, the Developer, for himself, his heirs, administrators, successors and assigns, hereby declares that the real property hereinafter described in Section 3, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, whether or not referred to in any deed of conveyance of such property. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the respective owners of such lots, present and future.

amends Document NO. 96R030606, recorded 6/13/96, 9.00

ARTICLE 2

Definitions

The following words and terms when used in this Declaration, shall have the following meanings:

(a) "Property" shall mean and refer to the existing property subject to this Declaration.

(b) "Existing property" shall mean and refer to the real estate described in Article 3 hereof.

(c) "Lot" (hereinafter referred to as Lot or Lots) shall mean any plot of land described by a number upon any recorded subdivision map of the property.

(d) "Living unit" shall mean and refer to any portion of a structure situated upon the property designed for occupancy by a single family.

(e) "Single family residential" shall mean any of the property restricted by Declaration to use for improvement with dwellings.

(f) "Owner" shall mean the record owner (whether one or more persons or entities) of the fee simple title or the contract purchaser for any lot situated upon the property.

(g) "Dwelling lot" shall mean any lot intended for improvement with a dwelling.

(h) "Dwelling" shall mean any building located on a dwelling lot and intended for the shelter and housing of a single family.

(i) "Single family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

(j) "Story" shall mean that portion of a dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

(k) "Living space" shall mean that portion of a dwelling which is enclosed and customarily used for dwelling purposes and having not less than seven feet of headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports or accessory buildings.

(1) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.

ARTICLE 3

Existing Property

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in McHenry County, Illinois, and more particularly described as follows:

PARCEL 1: The North 7.57 chains of Lot 8 of the Assessor's Plat of Section 1, Township 43 North, Range 5 East of the Third Principal Meridian, according to the Plat thereof recorded August 10, 1883 as Document No. 14495, in Book 1 of Plats, page 13 (Excepting therefrom that part described as follows: Beginning at the Northwest corner of said Section; thence Southerly along the West line of said Section 496.2 feet to the North line of lands conveyed by Jacob Talbott II and wife, to Philip and Lou Elzea by Deed dated April 4, 1884 and recorded in Book 76 of Deeds, page 40; thence Easterly along said North line 390.9 feet; thence Northerly 503.5 feet to a point in the North line of said Section that is 395.1 feet East of the place of beginning; thence Westerly along said North line 395.1 feet to the place of beginning; also, excepting therefrom that part described as follows: That part of the Northwest Quarter of Section 1, Township 43 North, Range 5 East of the Third Principal Meridian described as follows: Commencing at the intersection of the North line of said Northwest Quarter with the centerline of Maple Street; thence Southerly along the centerline of Maple Street 310.0 feet; thence Westerly parallel to the North line of said Northwest Quarter, 600.0 feet; thence Northerly parallel to the centerline of said Maple Street, 310.0 feet to the North line of said Northwest Quarter; thence Easterly along said North line 600.0 feet to the place of beginning) in McHenry County, Illinois.

PARCEL 2: Lot 10 of the Assessor's Plat of Section 1, Township 43 North, Range 5 East of the Third Principal Meridian, according to the Plat thereof recorded August 10, 1883 as Document No. 14495, in Book 1 of Plats, page 13; (excepting therefrom that part described as follows: Beginning at the Southeast corner of Hilltop Townhomes, Incorporated according to the Plat thereof recorded as Document No. 88R 040832; thence Westerly along the South line of said Hilltop Townhomes, Incorporated extended,

670.15 feet; thence Southerly parallel to the centerline of Maple Street, 555.01 feet; thence Easterly parallel to the South line of said Hilltop Townhomes, Incorporated extended, 670.15 feet to the centerline of said Maple Street; thence Northerly along the centerline of said Maple Street, 555.01 feet to the place of beginning) in McHenry County, Illinois.

Permanent Property Index Nos. 16-01-101-010 & 16-01-101-012

ARTICLE 4

General Building Requirements

SECTION 4.01: Living Space. The living space of each dwelling will have a minimum of the following square footage:

(a) First floor ranch - one thousand and seven hundred total square feet (1,700 sq. ft.) No floor area of any level partially or wholly below ground shall be included in the computation of square footage.

(b) Tri-level - one thousand eight hundred total square feet (1,800 sq. ft.)

(c) Two story - two thousand total square feet (2,000 sq. ft.) No floor area of any level partially or wholly below ground shall be included in the computation of square footage.

(d) Each owner is responsible for the care and maintenance of landscaping within his lot including any easements located thereon.

SECTION 4.02: Dwelling Quality.

(a) Only cedar board or board fences may be erected, and under no condition shall fences be erected higher than forty-two (42) inches. No fence of any kind shall be constructed in any front yard.

(b) No above-ground swimming pools may be erected on any lot. Any swimming pools must be constructed completely in-ground.

(c) There shall be no construction of any type of fenced animal detention areas.

(d) Except for automobiles, pickup trucks, and passenger vans, no other truck, van, bus, motor vehicle or equipment of any kind commonly used for business, commercial or school purposes (known herein as "Commercial Vehicle") shall be permitted, parked, maintained, or stored on any lot within the subdivision, except where said Commercial Vehicle or equipment can be stored within a

garage or accessory building. No camping vehicles or trailers, boats, boat trailers, snowmobiles, motor homes, all terrain vehicles, utility trailers, or similar type recreational vehicles or trailers (known herein as "Recreational Vehicles") shall be parked on any lot, except where said recreational vehicle is stored within a garage or accessory building. Any period of time in which the vehicle remains overnight or is on the property more than three (3) days in any one (1) week shall be a violation of the paragraph.

(e) Each residence, as a minimum, shall have a two-car garage, which shall be attached to the main structure. Said attached garage shall have a minimum of seven hundred and sixty square feet (760 sq. ft.) of floor area. The front of each garage shall contain a garage door having a minimum of sixteen (16) lineal feet. Driveways and housewalks shall be made of concrete, blacktop, or suitable masonry. Driveway width shall be as follows:

<u>Garage Size</u>	<u>Driveway Width:</u>	
	<u>Minimum</u>	<u>Maximum</u>
2 cars	10 feet	25 feet
3 cars	10 feet	32 feet
4 cars	10 feet	38 feet

SECTION 4.03: Temporary Structures.

(a) A maximum of one unattached accessory building may be constructed subsequent to the construction of the residence. No accessory building shall be erected unless and until approved by the City, pursuant to these covenants and all applicable City Ordinances. Any erected accessory building shall conform in at least siding and roofing, with the design and construction materials of the residence on the lot.

(b) No accessory building shall be built prior to the construction of the main residence.

SECTION 4.04: Landscaping. All lots shall be completely landscaped within one (1) year after initial occupancy of the dwelling unit. Landscaping shall include two (2) trees in the front yard not less than six (6') feet in height. Within one hundred and eighty (180) days of the city issuing an occupancy permit each front yard must be sodded or have the lawn fully cultivated.

ARTICLE 5

General Provisions

SECTION 5.01: Maintenance of Lots.

(a) Each owner shall, at such owner's sole cost and expense, repair such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. No owner shall accumulate on his lot junked vehicles, litter, refuse or any unsightly materials. Garbage shall be placed in receptacles provided therefor and, if outside, shall be properly screened.

(b) No noxious or offensive activities shall be carried on, in or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. 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. No beehives or apiaries shall be allowed to be maintained upon any lot.

SECTION 5.02: Damage to Residence. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence, to rebuild, repair, or reconstruct such residence to a state consistent with the state of the residence prior to the casualty. Reconstruction shall be undertaken within four (4) months after the damage occurs, unless prevented by causes beyond the control of the owner.

SECTION 5.03: Enforcement. The Developer, the City of Marengo, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations imposed by the provisions of this Declaration. Failure by the Developer, the City of Marengo, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 5.04: Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

SECTION 5.05: Attorney's fees. In any legal proceeding brought to enforce the covenants and conditions herein, the prevailing party shall be entitled to reimbursement of his reasonable attorney's fees and costs from the losing party.

SECTION 5.06: Modification. The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the owner of any lot within the

subdivision, and the provisions of this Declaration shall not be modified unless agreed to in writing by the owners of at least 75% of the subdivision lots.

SECTION 5.07: Animals. No animal, livestock, horses or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Household pets to be kept by the owner of any lot shall not exceed three (3) in number.

SECTION 5.08: Maintenance of Detention Areas. The subdivision of the subject property is known as Doral Ridge Estates and shall contain thereon two detention areas, one located in the northern portion of the existing property (hereinafter referred to as the wetland mitigation basin) and the other located in the southeastern portion of the existing property (hereinafter referred to as the southeastern detention basin). The Developer has caused to be created or shall, within 12 months from the date hereof, cause to be created a not-for-profit corporation (hereinafter sometimes referred to as the Homeowners Association), whose members shall consist of the owners of the lots in the subdivision. Upon formation of the Homeowners Association, the Developer shall convey title with respect to the wetland mitigation basin and southeastern detention basin to the Homeowners Association, which shall have the duty and obligation to implement necessary management in order to control invasive, non-native vegetation such as purple loosestrife, common reed and buckthorn in the wetland mitigation basin and maintain the wetland mitigation basin and southeastern basin in good repair. With reference to the wetland mitigation basin, the Homeowners Association shall abide by the terms and conditions specified in the Deed Restriction/Covenant attached hereto. Each lot owner in the subdivision shall become a member of the Homeowners Association and shall be bound by all of the covenants, restrictions and provisions contained in the Articles of Incorporation, as well as the bylaws of the Homeowners Association. The Homeowners Association shall have the authority to levy assessments against the lot owners in the subdivision for the purpose of managing the wetland mitigation basin and maintaining the southeastern detention basin in good repair. If a lot owner fails to pay the assessment, the Homeowners Association shall have the remedies spelled out in the bylaws, including, but not limited to, the right to place a lien of record against the lot. The Developer shall be responsible for the cost of managing the wetland mitigation basin and maintaining the southeastern detention basin in good repair until he has conveyed title with respect to the wetland mitigation basin and southeastern detention basin to the Homeowners Association, as provided above.

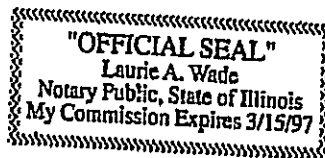
Džemal Mušević

Doris Mulaemajic

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Dzemal Mulasmajic and Doris Mulasmajic, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, 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.

Notary Public

Attorney Thomas W. Schmitt
LAW OFFICES OF THOMAS W. SCHMITT
AND JAY K. FILLER, JR.
P. O. Box 115
Marengo, IL 60152
(815) 568-8123



96-53-0511