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McHENRY COUNTY RECORDER
PHYLLIS K. WALTERS

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Phyllis K. Walters

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SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DOCUMENT PREPARED BY AND RETURN TO:

✓ (M) Attorney Thomas W. Schmitt
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97-53-0322 26⁰⁰

SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This Declaration made this 16 day of July, 1997, by Dzemal Mulasmajic and Doris Mulasmajic (hereinafter sometimes called "the Developer").

Covenants and Restrictions Recorded as Document NO. 96R030606 dated 6/13/96

SECTION 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 Section 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 Section 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.

SECTION 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.

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

(l) "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.

SECTION 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

SECTION 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 five hundred total square feet (1,500 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 seven hundred total square feet (1,700 sq. ft.).

(c) Two story - one thousand eight hundred total square feet (1,800 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) The minimum siding to be allowed on a residential unit shall be that constructed of cedar. Aluminum and/or vinyl siding shall be allowed for exterior elevations of dwelling units, provided that fifty percent (50%) or more of the front street side of the property shall be brick.

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

(d) 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: Accessory Buildings.

(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, unless otherwise required by the ordinances of the City of Marengo. 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.

SECTION 4.05: USE RESTRICTIONS.

(a) All lots shall be used exclusively for residential purposes and no buildings shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling, and an accessory building as provided in Section 4.03 above.

(b) None of the Lots, after purchase from Developer, shall be re-subdivided in any fashion except that any person owning two or more adjoining Lots may consolidate such Lots for the purpose of building one single family residential dwelling upon the consolidated Lot. If two or more adjoining Lots are consolidated for the purpose of construction of one residence, all provisions of this Declaration shall be applied to the consolidated Lot as if they were one original platted Lot.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other domestic 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.

(d) No structure of a temporary character, trailer, mobile home, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence. No part of a residence shall be occupied or used prior to completion of the entire residence.

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

(f) No manufacturing, industrial or business use will be allowed on any Lot.

(g) No lot shall be maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers.

(h) No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, any person or entity engaged in the sale and construction of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale including, but not limited to, signs, offices, storage areas and model units.

(i) No bus, trailer, boat, camper or similar article shall be parked or stored, either temporarily or permanently, on any Lot unless it is under a permanent roof, except for construction and repair equipment on a temporary basis. This shall not, however, apply to any trailers used by Developer, or his successors or assigns, for sales offices.

(j) No visible oil or gas tank for fuel or any other purpose shall be erected or be allowed to remain on any lot.

(k) No excavation, building or landscaping shall be installed or performed upon Lots on which detention basins are located in such manner as to interfere with such detention basins.

(l) No satellite dish having a diameter in excess of 24 inches may be installed on any lot or residence or other building constructed thereon in the subdivision without the prior written consent of the Architectural Control Committee.

SECTION 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 appropriate receptacles 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. Developer or his assigns shall have the right, from time to time hereafter, to make all reasonable and necessary modifications, changes, alterations and additions with respect to these covenants and restrictions herein contained provided, however, that any such modifications, changes, alterations and additions shall be made only by an instrument signed by Developer or his assigns and recorded in the office of the Recorder of Deeds of McHenry County, Illinois. 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. When the Developer or his assigns no longer has an interest in any portion of the property described in Section 3, then the provisions of this Declaration may be modified only if the modification is agreed to in writing by the owners of at least 75% of the subdivision lots.

SECTION 6

Architectural Control

SECTION 6.01: Architectural Control Committee.

(a) An Architectural Control Committee shall be appointed by the Developer until such time as the Developer or his assigns no longer has an interest in any portion of the property described in Section 3, at which time the members of the Architectural Control Committee shall be appointed by the Board of Directors of the Homeowners Association.

(b) The Architectural Control Committee shall consist of three (3) members. Each member shall serve for a term of one (1) year and until his or her successor is appointed. Vacancies shall be filled by the Developer or Board of Directors, whichever is applicable.

SECTION 6.02: Construction Restrictions. Notwithstanding that it may comply with this Declaration, no building, wall or other structure shall be constructed or erected nor shall any exterior addition, change or alteration costing in excess of \$2,500.00 be made nor shall any terraces, walks, driveways, or yard lights be installed on any lot until and unless all plans and specifications for same showing the nature, shape, size, architectural design, materials, color, location and proposed landscaping thereof shall be submitted and approved in writing by the Architectural Control Committee.

SECTION 6.03: Submissions to the Architectural Control Committee. Before submitting completed plans and specifications, an owner shall submit preliminary sketches for approval. Sketches should include the plot plan showing building setback provisions, basic floor plan, the four (4) building elevations, the exterior materials and colors. Said colors shall be carefully chosen, not only for each individual home, but with due care to the surrounding residences. Also, every side of a residential structure shall have at least one window located therein for each story or portion thereof.

SECTION 6.04: Variations. Upon proper written request, the Architectural Control Committee may waive any requirements set

forth in this Declaration. The waiver of any requirement shall not be deemed as a waiver for the entire property, but shall be deemed as a waiver only on a case by case basis and shall not constitute a precedent for any future actions. Any party requesting a waiver shall state completely the reason or reasons for the waiver with such supporting documentation as may be requested by the Architectural Control Committee.

SECTION 7

Maintenance of Wetlands and Detention Areas

SECTION 7.01: Maintenance of Wetlands and Detention Areas.

The subdivision of the subject property is known as Doral Ridge Estates and shall contain thereon a detention area located in the southeastern portion of the property, and also a detention area/wetland located in the northern portion of the property. 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 aforesaid detention and wetland areas to the Homeowners Association which shall have the duty and obligation to keep the detention and wetland areas in good repair. The Homeowners Association shall also have the duty and obligation to maintain and keep in good repair the existing stormwater detention area/wetland owned by the City of Marengo and located adjacent to and directly east of the northern detention area/wetland described above as required by U.S. Army Corps of Engineers permit number 199500657. The Developer shall be responsible for the cost of keeping the aforesaid detention areas/wetlands in good repair until he has conveyed title with respect to the detention areas/wetlands to the Homeowners Association as provided above.

SECTION 7.02: Wetland Restrictions.

The Wetland areas shall be subject to the following restrictions which shall run with the land:

(a) No excavating, filling, grading or dredging shall be permitted, except as shall not be harmful to the Wetland areas and as approved by the City of Marengo and the U.S. Army Corps of Engineers.

(b) No mining, drilling or the like shall occur and no changes shall be made to the topography of the Wetland areas or vegetation in any manner, except as required for the maintenance of the Wetland areas.

(c) No dumping or burying of ashes, trash, garbage, yard waste, compost, grass clippings, or of any other matters shall be permitted.

(d) No construction or placement of any patios, decks, buildings, or structures of any kind shall be permitted.

(e) No vegetation shall be removed or altered, except to preserve, maintain or enhance the Wetland areas in a natural state.

(f) No snowmobile, dune buggy, motorcycle, or any other type of vehicle shall be permitted in the Wetland areas.

(g) All other acts which are detrimental to the preservation and maintenance of the Wetland areas in a relatively undisturbed natural habitat for wildlife, plants and similar ecosystems and as an area for scenic enjoyment shall be prohibited.

(h) The Wetland areas shall not be mowed.

(i) Except as required for subdivision improvements, mitigation activity, or Wetlands maintenance, no construction vehicles may enter the Wetland areas. Specifically, during the construction of a residence or other improvements to any lot, no construction vehicles shall enter upon the Wetland areas.

SECTION 7.03: Cooperation With Other Agencies. The Homeowners Association shall use its best efforts to preserve and maintain the Wetland areas in accordance with the purposes outlined above, and shall cooperate with other entities and agencies involved with the management of the Wetland areas.

SECTION 7.04: Annual Inspection. The Homeowners Association shall conduct at least one physical inspection of the Wetland areas each and every calendar year for the purpose of insuring that the Wetland areas are being preserved and maintained in accordance with these Declarations and any other recorded restrictions imposed by the U. S. Army Corps of Engineers.. The inspection or inspections shall be conducted in a reasonable manner and at reasonable times so as not to interfere with the enjoyment of the Wetland areas.

SECTION 7.05: Use of Chemical Fertilizers. All lots which abut the Wetland areas shall be maintained without the use of any type of chemical fertilizer or lawn treatment. It is specifically noted that the use of such fertilizers or lawn treatments (including but not limited to "Chem Lawn" and Turf Treet") can have a detrimental effect on the Wetland areas and are strictly prohibited. Natural or organic programs are acceptable so long as they do not impact adversely upon the Wetland areas.

SECTION 7.06: 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 this SECTION 7. Failure by the Developer, the City of Marengo, or by any owner to enforce any restriction, condition, covenant, easement, or reservation herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal proceeding brought to enforce the restrictions, conditions, covenants, easements, and reservations herein, the prevailing party shall be entitled to reimbursement of his reasonable attorney's fees and costs from the losing party.

SECTION 8

Homeowners Association

SECTION 8.01: Membership.

(a) Every owner of a lot in the subdivision is automatically a member of the Homeowners Association. Membership is appurtenant to, and shall not be separated from, the ownership of a lot. Every owner, by acceptance of a deed or other conveyance of a lot, or a lot and dwelling unit, shall thereby become a member.

(b) There shall be one membership per lot, and every owner of a lot shall be entitled to one vote, except that the Developer shall have five (5) votes for every lot which he owns. If the record owner shall be more than one person, or if the owner is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the membership attributes thereof shall be designated by said owner or owners to the Homeowners Association.

SECTION 8.02: Board of Directors. The affairs of the Homeowners Association shall be managed by the Board of Directors. The Board of Directors shall be elected by the members pursuant to the Bylaws of the Homeowners Association.

SECTION 8.03: Assessment Obligation. Every lot owner, by acceptance of a deed or other conveyance of a lot, shall become obligated to pay to the Homeowners Association such assessments which are levied by the Homeowners Association pursuant to this Declaration from time to time.

SECTION 8.04: Assessment Lien-Land. Each assessment, whether special or annual, together with interest thereon at the rate of 18% per annum, plus the costs of collection including reasonable attorney's fees, shall be charged upon the lot and shall be a continuing lien upon the lot from the date the assessment is levied.

SECTION 8.05: Assessment-Personal Obligation. Each assessment, whether special or annual, together with interest thereon at the rate of 18% per annum, plus the costs of collection

including reasonable attorney's fees, shall be the personal obligation of the person (or persons) or entity (or entities) holding title to the lot on the date the assessment is levied.

SECTION 8.06: Annual and Special Assessments. The Homeowners Association may impose annual and/or special assessments on the owners of the lots in the Subdivision for the purpose of paying the costs of operating, repairing, maintaining and administering the Detention and Wetland areas described in Section 7 above. The amount of each assessment and the terms and conditions of payment from the lot owners shall be determined by the Homeowners Association.

SECTION 8.07: Initial Costs of Operation. The Developer shall pay the costs of maintaining and operating the Detention and Wetland areas until such time as the Developer has conveyed title with respect to the two Detention and Wetland areas located in the northern and southeastern portions of the property. Thereafter, the Homeowners Association shall pay all costs and expenses attributable to the operation and maintenance of the Detention and Wetland areas.

SECTION 8.08: Delinquent Assessments. Delinquent assessments shall bear interest from the date of delinquency at the rate of 18% per annum. The Homeowners Association may bring an action at law or in equity against the member to pay same. The member shall be responsible for all costs of collection, including reasonable attorney's fees. The Homeowners Association, in addition thereto, may enforce and foreclose any lien which it has or which may exist for its benefit. No member may waive or otherwise escape liability for any assessment provided herein by non-use or abandonment of the member's lot.

SECTION 8.09: Subordination of Lien to Mortgage. The lien of the Homeowners Association provided herein shall be subordinate to the lien of the first mortgage on any lot, but nothing contained herein shall be construed to waive or extinguish the personal obligation of the lot owner to pay the assessment.

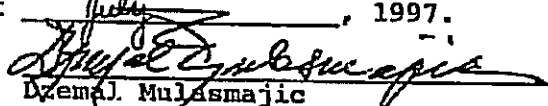
SECTION 9

Easements

Section 9.01: Easements. No permanent building or trees shall be placed on any easement areas identified on any subdivision plat recorded in the office of the Recorder of Deeds of McHenry County, Illinois, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the easements rights granted.

Section 9.02: Entrance Monument Easements. An easement is hereby granted over and under any lot upon which an entrance monument now exists or shall hereafter exist to the Homeowners Association and its successors or assigns for the purposes of installation, construction, renewing, operating, refinishing, and maintenance of the entrance monument itself, any landscaping appurtenant thereto, and any conduits, cables, lights, poles, and wires, either overhead or underground, with all necessary braces and other appurtenances applicable to said monument. The lot owners shall not interfere with said monuments or their appearance as constructed by the Developer without the prior written approval of the Homeowners Association. The maintenance, upkeep, repainting and other expenses regarding said monument shall be the obligation of the Homeowners Association and not the obligation of the owner of the lot on which the monument is constructed. Furthermore, the Homeowners Association shall reimburse the lot owner and hold him harmless for any damages directly or indirectly caused the the Homeowners Association in conjunction with its use of the easement granted under the terms and conditions of this Declaration.

IN WITNESS WHEREOF, Dzamal Mulasmajic and Doris Mulasmajic have signed this Declaration of Covenants, Conditions and Restrictions this 16 day of July, 1997.


Dzamal Mulasmajic


Doris Mulasmajic

[illegible]

Given under my hand and Notarial Seal this 16th day of July, 1997.

Laurie A. Wade
 Notary Public

Laurie A Wade
 "OFFICIAL SEAL"
 LAURIE A. WADE
 Notary Public, State of Illinois
 My Commission Expires 03/15/01

Attorney Thomas W. Schmitt
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