

MARY ANN STUKEL 04/15/94  
Will County Recorder 2:38 PM  
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R 94040124 Page 1 of 10

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS, EQUITABLE  
SERVITUDES, GRANTS AND EASEMENTS OF  
WELLINGTON SUBDIVISION  
UNIT TWO**

The undersigned, NEW LENOX STATE BANK, 110 W. Maple St., New Lenox, IL 60451, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED APRIL 21, 1993 AND KNOWN AS TRUST NO. 1715, (hereinafter referred to as "Owner/Developer"), is the Owner and Developer of the following described property:

LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"

Owner/Developer hereby incorporates this instrument in the Plat of Subdivision of Wellington Subdivision, Unit Two, and makes the same a part hereof.

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

A. The following covenants, restrictions, reservations, equitable servitudes, grants, easements and set back lines shall be considered as running with the land and shall be binding upon the respective owners of said lots, their heirs, executors, administrators, successors, grantees, leasees and assigns:

**(1) SINGLE FAMILY RESIDENTIAL BUILDINGS ONLY**

No business or profession of any nature shall be conducted on any lot or in any residence constructed on any lot in this subdivision, except the business of sale of houses in the subdivision. None of said lots as originally platted shall be divided or resubdivided except for the purpose of combining portions thereof with 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. However, nothing herein contained shall prevent the construction of one house on each lot.

No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this paragraph, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family.

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

### (2) TWO-CAR GARAGE REQUIRED

As appurtenant to the residential building permitted by Paragraph (1) hereof and to be used exclusively in connection with such residential building, a private garage of sufficient size to house not less than two (2) standard size American made automobiles shall be constructed or erected, which garage must be attached to such residential building as an integral part thereof. Such garage shall not be used at any time as a residence, whether temporary or permanent. Such garage shall in architectural design and in proportionate construction cost conform to said residential building.

### (3) PERMITTED CONSTRUCTION MATERIALS

All structures constructed upon any lot in said subdivision shall be of brick, stone, masonry or wood construction only. No prefabricated or modular homes shall be constructed on any lot in said subdivision, and no plywood siding shall be used on any structure erected on any lot in said subdivision. Each one-story home shall have the entire front elevation facing any street to be constructed of brick, stone or masonry materials. All other one and one-half, two or multi-story structures shall have the entire first floor level facing any street constructed of brick, stone or masonry material. All driveways must be paved with either brick, concrete or asphalt from the garage to the street.

### (4) MINIMUM LIVING AREA

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

(a) A one story residence shall contain at least eighteen hundred (1800) square feet living area, exclusive of garage, breezeway, porches and basement.

(b) A one and one-half story residence shall contain at least twenty-two hundred (2200) square feet of living area, not less than twelve hundred (1200) square feet of which shall be on the first floor 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 floor, which second floor is smaller in living area than the first floor but not to include those buildings commonly described as multi-level, split-level, bi-level or tri-level).

(c) A two story residence shall contain at least twenty-two hundred (2200) square feet of living space of which at least twelve hundred (1200) square feet of living area on the first floor exclusive of garage, breezeway, porches and basement.

(d) A multi-level residence must contain at least twenty-two hundred (2200) square feet of living area exclusive of garage, breezeway, porches and basement.

(5) **NO TEMPORARY BUILDINGS, OUT BUILDINGS, CAMPERS, TRAILERS, ETC.**

No temporary house, campers, habitable motor vehicles, trailer, tent, stand, recreational appurtenances, shack, basement or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any lot at any time as a residence.

(6) **SIGNS**

Any owner of a lot may indicate that the lot and residence thereon is for sale or for rent by posting a sign at the front property line no larger than 3 feet by 2 feet in size. No other signs, banners or other manner of advertisement shall be permitted without the expressly written consent of the Developer, or his successor or assigns. This provision shall not apply to any sign which the Developer, or his agents, may erect identifying or advertising the subdivision or sale of any model homes, which may be deemed necessary by the Developer for the operation and sale of the property in the subdivision.

(7) **LOT OWNER'S RESPONSIBILITY FOR SIDEWALKS AND DAMAGE TO SIDEWALKS & CURBS**

In the event the Village of New Lenox shall within two (2) years after the construction of a home on a lot owner's property require the replacement or repair of curbing or sidewalks in front of the lot owner's lot, the lot owner shall at his own expense repair or replace such sidewalk or curb in accordance with the requirements of the Village of New Lenox. It shall be the

responsibility of the lot owner to prevent such damage from occurring by adequately protecting the curb and sidewalk during the construction of his home. In the event of the failure of the lot owner to make such repairs, Developer shall have the right to file a lien for any costs of repairs he incurs.

Each Lot Owner shall, at his expense, install a sidewalk to Village of New Lenox specifications across the full width of Lot Owner's lot prior to the Village of New Lenox issuing an occupancy permit for any residence built upon said lot. In the event Lot Owner fails to install said sidewalk, Developer may install said sidewalk and lien Lot Owner's lot for the cost of materials and labor expended by Developer, including legal fees necessary to enforce said lien.

(8) **NO TRUCKS, CAMPERS, ETC. TO BE KEPT ON ANY LOT OR ON ANY STREET**

No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any dedicated or undedicated street or right-of-way in the subdivision, and the dedication of any such right-of-way or street in the plat attached hereto shall be subject to this provision. No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any of the lots in the subdivision unless housed or garaged completely in a structure which complies with this Declaration.

(9) **JUNK, MACHINERY AND MATERIALS**

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 lot in the subdivision shall be used for storage of unsightly materials.

(10) **ANIMALS**

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

(11) FENCES AND DOG RUNS

No chain link fences or chain link dog runs will be allowed in said Subdivision.

(12) DRIVEWAY REQUIREMENTS

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 thereon by the owner thereof (at the owner's sole expense), of a concrete, brick, asphalt or bituminous paved driveway from the street to the garage, provided, however, that this requirement may be extended for a period not to exceed one hundred twenty (120) days in the event 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.

(13) LAWN & LANDSCAPING

Within one hundred eighty (180) days after a residence is occupied, the Lot Owner shall establish a lawn and complete the landscaping plan.

Lot Owner shall install not less than two (2) two-inch (2") diameter shade trees in the parkway of his lot within 90 days after said residence is occupied.

(14) NINETY DAYS TO COMPLETE SHELL AND SIX MONTHS TO COMPLETE FINISHED EXTERIOR

The work of constructing, altering or remodeling any building on any said lot shall be prosecuted diligently from its commencement and until the completion thereof. The complete exterior structure or shell, not including finished exterior wall materials (e.g. brick, stone or other approved material), must be completed and erected and constructed within ninety (90) days after the date construction of any residence shall have been commenced. The completion (including the roof and all exterior walls) on every building or residence commenced to be constructed in the subdivision shall be completed within six (6) months after the date of commencement of such building. The effect of this provision shall be to require that on the exterior and from neighboring lots each such residence shall appear completed within said six (6) months.

**(15) WEED CUTTING AND CLEAN UP**

Each lot shall at all times be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles, or cans shall be permitted to collect or remain exposed on any lot, except as necessary during the period of construction. The owner of each lot shall be responsible for the cutting or removal of weeds each year on such lot so as to conform with the requirements, ordinances and regulations of New Lenox, Illinois.

**(16) SATELLITE DISHES/ABOVE-GROUND POOLS**

Satellite dishes are not allowed. Above-ground swimming pools are not allowed.

**(17) WELLINGTON COMMUNITY ASSOCIATION**

(a) **CREATION AND PURPOSE.** There shall be formed an Illinois Not-For-Profit Corporation to be known as Wellington Community Association, Inc. (the "Association") whose purpose shall be to insure high standards of maintenance of all property owned by the Association in Wellington Subdivision and in general to promote the high standards and desired character of Wellington Subdivision. The Association shall be vested with the fee simple ownership of the on-site open space and detention areas. The Association shall have the obligation to maintain said open space and detention areas in such a fashion so as to be in full compliance with all Ordinances of the Village of New Lenox and to be esthetically pleasing to the residents of Wellington Subdivision.

(b) **MEMBERSHIP.** Every person or entity, including the Developer, its successors and assigns, who is a record owner of a fee interest in any Lot in Wellington Subdivision shall be a member of the association. Membership in the Association shall be appurtenant to any may not be separated from ownership of any Lot. Ownership of any Lot in Wellington Subdivision shall be the sole qualification for membership.

(c) **VOTING RIGHTS.** The Association shall have only one class of voting membership. Each lot shall be entitled to one vote on any issue before the Association. Where ownership in any Lot is in more than one person, such co-owners shall be entitled to but one (1) vote.

(d) **POWERS OF THE ASSOCIATION:** The Association shall have the following powers:

1. To own or lease such real estate as may reasonably be necessary to carry out the purpose of the Association and to be taxed on such real estate as may be owned by it.
2. To levy and collect assessments on all Lot Owners in Wellington Subdivision for the purpose of carrying out the obligations of the Association. To this extent, to lien any and all Lots in Wellington Subdivision when necessary to enforce the collection of assessments.
3. To adopt reasonable By-laws, rule and regulations necessary and proper to carry out the powers and duties of the Association.
4. Until such time as the Developer ceases to own any Lots in said Subdivision, the powers and duties of the Association shall be vested in the Developer. The Developer, however, shall have the right to turn over the Association to the Lot Owners at any time upon 30 day notice in writing addressed to each Lot Owner.

#### (18) ACCEPTANCE BY GRANTEES

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 hereafter 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 of the lots in the subdivision and may be enforced by the owner or owners of any lot in said subdivision or by the Developer, its successors or 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 owner shall pay all court costs and reasonable attorneys' fees of the Developer or Owner. No delay or omission on the part of the Developer or their successors or assigns in interest, or the owner or owners of any other lots in said subdivision in exercising any right, power or remedy herein provided for in the event of any breach of any of the restrictions herein contained, shall be construed as a waiver thereof of any

acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by or on account of the failure or neglect of the Developer, its successors or assigns, to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing any of the restrictions herein on account of the failure or defect of the Developer, or their successors or assigns to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing any of the restrictions herein. In the event any law suit is filed by an owner against the Developer, the person so filing the law suit shall be liable for all costs and attorneys fees and other expenses of said case incurred by the Developer including the expense of expert witnesses. The restrictions herein shall continue in effect until January 1, 2002, 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) years 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 and assigns) or by the then owners of not less than two-thirds (2/3) in said subdivision, which declaration shall set forth such amendment or revocation and shall be effective from and after the date of its recording; provided, however, that if the Developer or its successors and assigns shall hold legal title to any lot or lots in the subdivision, then an amendment or revocation signed by not less than two-thirds (2/3) of the owners of such lots must also be signed, by Developer or such amendment or revocation 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 of amendment or revocation has been signed by the then owners of not less than two-thirds (2/3) 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 and assigns. In the voting provided for herein and in making amendments and revocations to 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.



## EXHIBIT A

## LEGAL DESCRIPTION:

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER ALL IN SECTION 24, TOWNSHIP 35 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SAID SOUTHWEST QUARTER OF SECTION 24; THENCE NORTH 0 DEGREES 00 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24 FOR A DISTANCE OF 135.80 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF WELLINGTON UNIT ONE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 0 DEGREES 00 MINUTES 07 SECONDS EAST ALONG THE SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24 FOR A DISTANCE OF 1203.48 FEET TO A POINT LYING 547.30 FEET SOUTH OF THE CENTERLINE OF U.S. ROUTE 30, AS MEASURED ALONG THE SAID WEST LINE; THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS EAST AT A RIGHT ANGLE TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 329.80 FEET; THENCE SOUTH 73 DEGREES 49 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 368.55 FEET; THENCE SOUTH 0 DEGREES 08 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 1099.16 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 634.40 FEET TO THE EAST LINE OF THE SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 0 DEGREES 08 MINUTES 17 SECONDS EAST ALONG THE SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24 FOR A DISTANCE OF 127.50 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 0 DEGREES 11 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24 FOR A DISTANCE OF 376.98 FEET TO THE NORTHEAST CORNER OF LOT 39 IN SAID WELLINGTON UNIT ONE; THENCE SOUTH 89 DEGREES 48 MINUTES 17 SECONDS WEST ALONG THE NORTH LINE OF LOTS 39, 75, 101, 133, 142 AND 174 IN SAID WELLINGTON UNIT ONE FOR A DISTANCE OF 951.62 FEET TO THE NORTHWEST CORNER OF SAID LOT 174; THENCE NORTH 0 DEGREES 11 MINUTES 43 SECONDS WEST ALONG THE EAST LINE OF LOTS 184, 185, 186 AND 187 IN SAID WELLINGTON UNIT ONE FOR A DISTANCE OF 331.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 187; THENCE NORTH 0 DEGREES 09 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 80.00 FEET TO THE SOUTHEAST CORNER OF LOT 188 IN SAID WELLINGTON UNIT ONE; THENCE NORTH 0 DEGREES 08 MINUTES 17 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 188 IN WELLINGTON UNIT ONE FOR A DISTANCE OF 93.48 FEET TO THE NORTHEAST CORNER OF SAID LOT 188; THENCE SOUTH 89 DEGREES 51 MINUTES 43 SECONDS WEST ALONG THE NORTH LINE OF LOTS 188 AND 10 IN SAID WELLINGTON UNIT ONE AND SAID LINE EXTENDED FOR A DISTANCE OF 369.25 FEET TO THE POINT OF BEGINNING; ALL IN WILL COUNTY, ILLINOIS.

# Wellington Homeowners Association

## Addendum to Bylaws

December 6, 2010

**Storage Sheds.** In addition to the specifications required by the Village of New Lenox, the following will be required for all sheds being built in Wellington Subdivision. All sheds must be located in the rear of the property. Sheds may not exceed 8 feet in height from the peak of the roof to the ground. Rooflines may be A-frame style or complementary to the style of the house. They must be constructed of pressure-treated wood, cedar or vinyl (Rubber Maid type), and the color must match that of the residence. **Aluminum or metal sheds are prohibited.** Storage sheds shall have a maximum square footage of 80 feet. The full base of the shed must be resting completely on a poured concrete slab foundation. Only one storage shed is allowed per lot.

Jack Schuster (President)

Pam Healon (Vice President)

[Signature] (Treasurer)

[Signature] (Secretary)

[Signature] (Board Member)

Paige Veil (Board Member)

PAIGE VEIHL

Dino Ditegan (Board Member)

Chris Martin (Board Member)

\_\_\_\_\_ (Board Member)



COPY



**R2011036234**

Receipt # T20110039071

**Karen A. Stukel Will County Recorder 3P**

DB Date 04/11/2011

Time 12:34:07

Recording Fees:

\$36.75

IL Rental Hsng. Support Program:

\$10.00

Prepared by Chris McGowan

MAIL TO:

Chris McGowan c/o Wellington H.O.A.

P.O. Box 735

New Lenox, IL 60451

103