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LORI GADBOIS  
RECORDER  
KANKAKEE COUNTY, IL  
RECORDED ON  
03/15/2010 10:23:24AM  
  
REC FEE: 35.00  
RHSP: 10.00  
PAGES: 12

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**  
**-- HUNTERS RUN SUBDIVISION EAST -- PHASE I --**

This Declaration of Protective Covenants and Restrictions made this 15th day of March, 2010 by First Nations Bank Successor Trustee to Bank of Bourbonnais as Trustee under Trust numbers 25-1165 and 25-1237 hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, the Declarant is the record owner of a certain parcel of real estate located in the Village of Bradley, Illinois, legally described in Article II hereof, and said parcel to be referred to hereinafter as the "subject property;" and

WHEREAS, Declarant deems it necessary, desirable and proper to attach to the subject property the terms, conditions, covenants, limitations and restrictions herein contained all for the benefit of the whole of the subject property and all future owners thereof; and

WHEREAS, Declarant has deemed it necessary, desirable and proper to create an association to administrate the operation and application of the conditions, covenants and limitations herein set forth.

NOW THEREFORE, Declarant does hereby declare the following rights, easements, covenants, restrictions, conditions, burdens, uses, privileges, charges and liens hereinbelow set forth shall;

1. Exist at all times hereafter among all parties in any portions of the premises;
2. Be binding upon and inure to the benefit of each owner; and
3. Run with the land in perpetuity, and the premises subjected hereto from this declaration forward and shall always hereafter be held, sold and conveyed subject hereto.

ARTICLE I  
DEFINITIONS

Section 1. The following terms and words when used in this Declaration have the following meanings:

- a. SUBJECT PROPERTY: the entire tract of real estate described in ARTICLE II.
- b. LOT: Any parcel of real estate delineated as a lot on the Plat of Subdivision of the Subject Property.
- c. OPEN SPACE (S): "Open Space" shall mean all of that portion of the premises excluding the dwelling units constructed upon the premises and including all areas outside of the exterior walls of the dwelling units containing landscaping, open areas, lawn, parking areas, excluding garages, ingress and egress driveways, sidewalks and such improvements or structures as may from time to time or at any time be located or constructed outside of the dwelling units in accord with all of the terms and provisions hereof.
- d. DWELLING UNIT: A residential housing unit as constructed and designed as a single-family residential unit upon the premises. Each lot shall contain not more than one (1) Dwelling Unit.
- e. EXTERIOR: "Exterior" or "Exterior of the premises" shall include the exterior walls of the Dwelling Units, all fascia and soffits, the roof constructed on the entire residential housing unit constructed on the premises, the exterior portion of all doors, including garage doors, and all porches and landings attached to the residential housing unit constructed upon the premises.
- f. PERSON: A natural person, corporation, partnership, trustee or other legal entity capable of holding legal title to real property.
- g. OWNER: the person or persons whose estates or interests, individually or collectively, at any time aggregate fee simple ownership of a Lot Ownership. The word "Owner" shall mean and refer to the Developer as to any Lot Ownership title, which is held by the developer. The word "Owner" shall not, however, notwithstanding any applicable provisions of



any mortgage, mean or refer to a mortgagee or any other persons having interest in any such Lot Ownership merely as security for the performance of an obligations unless and until such mortgagee or other holder of a security interest has acquired title pursuant to foreclosure or by deed in lieu of foreclosure. The word "Owner" shall include the heirs or devisees of a record owner who is deceased.

- h. OCCUPANT: A person or persons, other than Owner, in possession of a Building.
- i. DEVELOPER: Refer to definition of OWNER.
- j. ASSOCIATION: The Hunters Run Homeowner's Association, an Illinois unincorporated association or any other association, partnership, or not-for-profit corporation created or incorporated by Developer or the lot owners ("the Association").
- k. BOARD: Members of the Board of Managers who are elected by the Association.
- l. STREETS: The streets indicated on the Plat of Subdivision of the Subject Property.
- m. PLAT OF SUBDIVISION: The Plat of Subdivision of the Subject Property filed with the Recorder of Deeds of Kankakee County, Illinois recorded on the 12th day of March, 2010 as Document No. 201003335.
- n. NEIGHBORHOOD DRAINAGE PLAN: The Neighborhood Drainage Plan of the subject property filed with the Recorder of Deeds of Kankakee County, Illinois recorded on the 12th day of March, 2010 as Document No. 201003336.
- o. DETENTION POND AREAS: As shown on the Plat of Subdivision.
- p. VOTING MEMBER: The Owner or person designated in writing to vote on behalf of a Lot Ownership pursuant to ARTICLE I., Section g.

ARTICLE II  
PROPERTY SUBJECT TO HIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Hunters Run East, Phase One, being a subdivision of part of the Southeast Quarter of Section 15, and part of the Southwest Quarter of Section 14, Township 31 North, Range 12 East of the Third Principal Meridian in Kankakee County, Illinois, Lots 1 – 23, 33 – 44, 155 – 163, 194 – 204.

ARTICLE III  
GENERAL PURPOSES OF THIS DECLARATION

The real property in Article II hereof is subjected to the Covenants hereby declared to ensure proper use and appropriate development and improvement of Hunters Run East Subdivision, and all additions thereof; to protect the owners of this property against improper uses of surrounding lots as may depreciate or minimize the value of their property; to guard against the erection thereon of buildings utilizing improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof to prevent haphazard and inharmonious improvements from being erected; to secure and maintain property setbacks from streets and adequate free spaces between buildings; and in general to adequately provide for the highest type and quality of improvements in Hunters Run Subdivision and to insure desired high standards of maintenance and operation of community facilities and services beneficial to all owners of property by maintaining and promoting the desired character of the entire Hunters Run Subdivision.

(a) All easements declared and described in this Declaration are easements appurtenant to and running with the land. They shall at all times inure to the benefit of and be binding on the Owners, the mortgagees from time to time of any units or the Open Spaces and their respective heirs, successors, personal representatives or assigns, perpetually in force and effect.

(b) The covenants, restrictions, conditions, reservations, liens and charges imposed or established by or created under this Declaration shall run with and bind the land for a period of forty (40) years from the date of the recording of this Declaration and may be enforced by any lot owner or the association through any proceeding in law or in equity. Failure of the Association to so enforce shall in no event be deemed a waiver of the right to do so thereafter. After the expiration of said forty (40) year period, all of such covenants, restrictions, conditions, reservations, liens and charges shall continue to run with and bind the land for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by an instrument executed by the Owners of all of the Dwelling Units and same is recorded.

ARTICLE IV  
EASEMENTS

Section 1. Developer and Public Utility Easements over Detention Pond Areas.

A non-exclusive easement is hereby reserved in Developer and the Association and to public utilities, their respective successors and assigns, jointly and separately, to install, operate, maintain and remove facilities and equipment used to serve the open spaces and adjacent property which may be acquired by Developer and the Association in connection with public water supply transmission lines, sanitary sewers, storm sewers, drainage lines, or other public utility service and their appurtenances, either in, over, across, below or through the open spaces, together with the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon such portion of the open spaces as may be necessary for all such purposes; provided that all utility structures and facilities



shall be constructed wholly underground, except that appurtenant facilities constructed by Developer in the open spaces and fences, light standards and mailboxes constructed by Developer or owner in the open spaces may be located above ground, and provided further that the grantees of any such easements shall restore the surface of the easement property including any pavement or landscaping thereon to its original construction, as nearly as may be, following any installation, maintenance, repair, replacement or removal of any of grantees' facilities. No building or other structure not otherwise permitted by this section shall be constructed upon the open areas unless said improvement is authorized by the Board for the ownership, use and enjoyment of the Association.

Section 2. Easements to Run with the Land.

All easements and rights on or with respect to the open spaces are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding in the Developer and the Association and their respective successors and assigns, and any Owner, Occupant, purchaser, mortgagee or other person having an interest in any Lot or Lot Ownership of its or his heirs, grantees, successors and assigns.

ARTICLE V  
GENERAL RESTRICTIONS

Each Owner, by acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same, subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by Declarant through this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall be binding upon and inure to the benefit of any Person having at any time any interest or estate in the Subject Property or any part thereof in a like manner as though the provisions of this declaration were recited and stipulated at length in each and every deed of conveyance.

Section 1. Lot Maintenance.

Each owner shall be responsible for maintaining his lot, including the building and accessories located thereon. It shall be the obligation of each Owner to insure that such maintenance is carried out promptly and that all improvements and landscaping on his lot are properly maintained in such manner as to insure the beauty and overall first-rate appearance of his lot and the improvements thereon by keeping said lot free of overgrown grass, weeds, refuse piles, debris, and litter.

Section 2. Breach of Owner Responsibilities.

In the event any Owner fails to perform the routine maintenance on his lot as hereinabove provided, the Declarant and/or its successors in interest shall have the right to enter upon his lot and to perform any such maintenance and assess the Owner thereof as herein provided.



Section 3. Further Subdivision Prohibited.

No lot shall be further divided for any purpose by subdivision, deed, conveyance or any other method, to the end that there shall be no more parcels capable of separate ownership of the Subject Property.

Section 4. One Single-Family Dwelling Authorized Per Lot.

No building other than one single-family dwelling, and accessory structures and uses in connection therewith, shall be permitted to be constructed, reconstructed or maintained on any lot. Prior to construction of the improvements contemplated in this Section the owner shall obtain the written approval of the Declarant or the Architectural Review Committee formed by the community association for contemplated plan and the placement of the improvements on the lot.

Section 5. Antennae Restrictions.

No television antenna shall be permitted if cable TV is available to the Subject Property; in any event, no television or radio antenna of any kind shall be constructed or operated without first receiving the Declarant's or its successors in interest's approval.

Section 6. Plans Review by Declarant or Architectural Review Committee.

No building, roof, fence, wall or other structure, any hedges, screening or above ground pools shall be commenced, erected, replaced or maintained upon any lot nor shall any exterior addition to or change or alteration therein be made until the site, landscape and architectural plans showing the nature, kind, shape, height, color, materials and architectural plans showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Declarant or Architectural review Committee as to harmony of external design and location in relation to surrounding structures and topography. Approval shall not be granted for any construction or improvements plans which are not reasonably consistent with the goal of developing and maintaining the Subject Property as a community of well-built single-family residences whose design, location, color and landscaping blend with the overall environment of Hunters Run Subdivision. Should the Declarant and/or Architectural review Committee not respond to an owner's request for plan approvals within 45 days of submission of said plans, then such written approval shall be deemed to be waived by Declarant or his successor in interest.

Section 7. Fences.

Fences may not be built except in accordance with applicable laws or ordinances and with the prior permission of the Declarant or its Successors in interest.

Section 8. Signs.

No signs, entry monuments, subdivision identification, pylons, mailboxes, or address plates of any kind or for any use or purpose whatsoever can be erected, posted, painted or displayed upon any of said lots or upon any of the buildings or structures thereon except for those signs, entry monuments, subdivision identification pylons, mailboxes, address plates approved by Declarant or its successors in interest, as the case may be. This restriction shall not be construed to prohibit or restrict the rights of an Owner to display or have displayed on his property, insofar as



permitted by applicable law or ordinance, a sign of customary and reasonable dimensions, advertising and promoting the sale of a lot.

Section 9. Tree Planting and Preservation.

The front, back and side yards of each lot will be grass, properly manicured and maintained. Each Lot Owner must plant and maintain at least one Hardwood tree on his lot of at least a 2 inch caliper size within 12 months of first occupancy upon said lot.

Section 10. Elevation and Contours.

NO substantial change in elevation or contour of a lot shall be made without first obtaining the approval of the Declarant or its successor in interest.

Section 11. Use and Dimensions.

The premises shall not be used or occupied by other than a single family and family servants and shall not be used for other than residential use. The total floor area of the dwelling, exclusive of attached garages, carports, open terraces and breezeways, shall be not less than 1,600 square feet for a single story residence, nor less than 2,100 square feet for a two-story residence.

Section 12. Nuisances.

NO offensive or noxious activity or condition shall be permitted in or upon any premises, nor shall be permitted in or upon any premises, nor shall any lot be used in whole or in part for the storage of rubbish of any character whatsoever. Further, no lot shall be used to store any property or thing that will cause such lot to appear in an unclean or untidy condition that will be obnoxious to the eye.

Section 13. Business Restrictions.

NO business other than arts, crafts, or professions operated solely by family members occupying a residence shall be conducted.

Section 14. Trash Receptacles.

All trash and waste shall be kept in appropriate sanitary containers.

Section 15. Commercial Vehicles.

No commercial vehicles, construction or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot unless kept in a garage completely enclosed under roof.

Section 16. Curbs.

No changes in the concrete curbs along the streets of the subdivision shall be permitted without express approval of the homeowner's association.

Section 17. Mineral Extraction Ban.

No gas, oil, mineral, quarry or gravel operation shall be permitted on any lot.

Section 18. Deviations and Variances from Declaration.

Except for the requirements of the Village of Bradley, Declarant reserves the right to deviate from, vary from or except out any lot or lots from any or all of the covenants and/or restrictions

contained in this Declaration, provided there are difficulties and/or hardship(s) imposed by operation thereof. Any such deviation(s), variance(s) or exceptions must be made in writing and shall not constitute waiver of any such covenant or restriction on any remaining real property in Hunters Run Subdivision.

Section 19. Enforcement and Severability.

The covenants bind and inure to the benefit of all present and future owners of the property and may be enforced by any owners by appropriate action in a court of law or equity. Each and every of the covenants, restrictions, reservations and servitude contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of the covenants, restrictions, reservations and servitude shall for any reason be held to be invalid or unenforceable, all remaining covenants, restrictions, reservations and servitude shall nevertheless remain in full force and effect.

ARTICLE VI  
HUNTERS RUN HOMEOWNER'S ASSOCIATION  
TURNOVER AGREEMENT AND CREATION

The Declarant shall exercise all rights and have all the obligations the Hunters Run Homeowner's Association shall have after its creation until such time as the Declarant has sold, transferred or otherwise conveyed 200 lots of Hunters Run Subdivision and all additions, including Hunters Run East, Phase One and all phases, to bona-fide purchasers. Within 30 days of the date Declarant has sold, transferred or otherwise conveyed 200 lots to bona fide purchasers, then all the duties, obligations and rights set-forth below shall be vested in an Illinois not-for-profit corporation to be known as the Hunter Run Subdivision Homeowner Association (hereinafter referred to as the "Association"), whose purpose shall be to insure high standards of maintenance and operation of all property in Hunters Run Subdivision reserved by Declarant for the common use of all residents and owners of property therein and to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Hunters Run Subdivision.

Membership and Voting:

Every record owner of a fee simple interest or of the equitable title in a lot, when purchasing under a contract in Hunters Run Subdivision, shall become and be a member of the Association, and each such member shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it, provided, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to one vote.

Powers of the Association:

The Association shall have the following powers, in addition to all those granted by law:

- a) To take and hold any property;



b) To establish, administer, and enforce covenants, conditions, restrictions, reservations, servitude, profits, licenses, easements, liens or charges for the support and benefit of the Association and the welfare or betterment of the community or residents;

c) To manage, regulate, and control the common or community use and enjoyment of the property services, or facilities for the welfare or betterment of the community or the residents;

d) To sell, convey, dispose of or lease any property to which it is in title;

e) To maintain and improve the entrance ways to the subdivision and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the members of the Association acting in accordance with its constitution and by-laws, provided, however, that any such action so authorized shall always be used for the express purpose of keeping Hunters Run Subdivision a highly desirable residential community.

Maintenance Fund:

a) For the purpose of providing a general fund to enable the Association to exercise their powers and to make and maintain improvements and render the services herein provided for, each record owner of a fee simple interest in the real estate described in Article II hereto, and each owner of an equitable interest in a lot when purchasing under a contract shall, from time to time, be assessed a sum of money per calendar year as shall be set by the Directors of the association, payable within thirty days of the date of such written assessment. The amount of such assessment may be increased by a two-thirds vote of the Directors of the association provided, that no annual assessment or increase in the amount thereof may be made for more than one year at a time. The initial assessment may not exceed \$50.00 per lot.

b) In the event of failure of any owner to pay any assessment on or before 30 days following written notice to such owner of such assessment or the schedule due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the rate of nine percent (9%) per annum from the due date thereof to the date of payment, and the Association shall have a lien on each lot against which such assessment is delinquent, payment of both principal and interest may thereafter be enforced against the owner personally, or a lien on said real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of non-payment of assessments in the Office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein a fee of \$25.00, which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

c) Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in the suit.



Subordination of the Lien to Certain Encumbrances:

The lien of the easements provided for herein shall be subordinate to the lien of any first mortgage or trust deed in the nature of a mortgage now or hereafter placed upon the property subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Additional Owners:

Every record owner of a fee simple interest in the real estate described in Article I hereto shall become a member of the Association.

Procedure for Amendments:

This Article VI may be amended at any time by written consent of two-thirds (2/3) of the members of the Association evidenced by an agreement or agreements for that purpose duly executed and acknowledged by such members and recorded in the Office of the Recorder of Deeds of Kankakee County, Illinois, except that no amendment shall be valid the effect of which would be to increase the maximum annual rate of assessment herein provided.

Expenditures Limited to Assessment for Current Year:

The association shall not expend more money within any one year than the total amount of the assessment for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever binding the assessment of any future year, except for contracts for utilities, and no such contract shall be valid or enforceable against the Association.

ARTICLE VII  
DECLARANT RESERVED RIGHTS

Notwithstanding any provision herein to the contrary, the easements created under Article 4 and Article 5 above shall be subjected to:

- a) The rights of the Declarant to improve The Open Space in accordance with such plans and specifications as it deems appropriate.
- b) The rights of the Declarant to execute all documents and do all other acts and things affecting the premises which, in the Declarant's opinion, are desirable in connection with the Declarant's rights hereunder, provided any such document or act or thing is not inconsistent with the right of any Owner or of the Association under Article 4 and Article 5 above.
- c) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public utilities or governmental bodies for the installation and



maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, or any other utility service serving any units or the Open Space.

ARTICLE VIII  
GENERAL PROVISIONS

Duration:

The covenants and restrictions of this Declaration shall run with and the land, and shall inure to the benefit of and be enforceable by the Association, the Owner of any land subject to this Declaration, their respective legal representatives, heirs, grantees, successors and assigns, and by the Association, for a term of forty (40) years from the date this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument amending this provision as hereinafter provided shall be recorded.

Waiver:

All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise. Failure by the Association to enforce any such provision shall in no way be deemed a waiver of the right to do so thereafter, nor shall any such failure to act or be deemed a consent except to the extent otherwise expressly provided herein.

Amendment:

This instrument and its effect shall not at any time hereafter be modified, amended or annulled except by the written agreement of the then Owners of record of two-thirds (2/3) of all Lot Ownerships and no amendment shall be effective until duly executed, acknowledged and recorded in the Office of the Recorder of Deeds, Kankakee County, Illinois.

Severability:

Invalidation 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.

Headings Not—Controlling:

The headings, subheadings and captions in this Declaration are in this Declaration are for convenience only and shall not be construed to affect the meaning or interpretation of this Declaration.

Perpetuities and Other Rules of Property:

If any of the options, privileges, covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or an analogous statutory provision, or (b) any other statute or common law rule imposing time limits, then such provision shall continue in the case of (i) only twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Mayor of the City of Chicago, Illinois, and the Incumbent President of the United States, and, in the case of (ii) for the maximum period permitted.



Title in Land Trust:

In the event title to any lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation and control of the lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings, chargeable or created under this Declaration against such lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the lot and the personal obligation of the beneficiaries of such trust at the time such charge or lien was incurred, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such lot.

Declarant reserves the right to vest the association or any other not-for-profit corporation with all or any of the rights, privileges and duties herein retained or reserved by the Declarant by written instrument in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of Kankakee County, Illinois, and Declarant shall thereupon be relieved and discharged from every duty so vested in the Association or in such other not-for-profit Corporation.

Each record owner of a lot in Hunters Run Subdivision or the equitable owner of a lot being purchased under contract shall file his or her correct mailing with Declarant, and shall notify Declarant promptly in writing of any subsequent change or address, Declarant shall maintain a file of such addresses and make the same available to the Association. Any written or printed notice, deposited in the United States Post Office, postage pre-paid and addressed to any owner at the last address, filed by such owner with Declarant shall be sufficient and proper notice to such owner wherever notices are required in this declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed, acknowledged and attested by its undersigned duly authorized Officers on the day and year first above written.

First Nations Bank Successor Trustee to Bank of Bourbonnais, as Trustee u/t/a dated November 9, 1994 and known as Trust Number 25-1165 and First Nations Bank Successor Trustee to Bank of Bourbonnais as Trustee u/t/a dated July 12, 1999 and known as Trust Number 25-1237.

By: Vera C. Amaro  
Trust Officer

Attest: Lynley S. McDermott  
Asst Trust Officer

Prepared By: R R & J Rentals  
422 N. Kennedy Dr.  
Bradley, IL 60915