



THIS DOCUMENT PREPARED BY
AND MAIL TO:

JOHN C. GRIFFIN
GRIFFIN & GALLAGHER
10001 SOUTH ROBERTS ROAD
PALOS HILLS, ILLINOIS 60465
(708) 598-6800

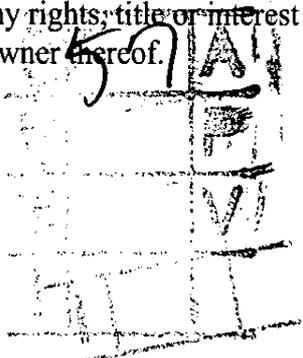
DECLARATION OF DRIVEWAY AND PARKING SPACE, EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION of Driveway and Parking Space Easements, Covenants,
Conditions, and Restrictions (the "Easement Declaration") made this 17th day of July,
2000 by MICHAEL C. ROCHE AND VERA ROCHE("Declarant");

RECITALS

- A. Declarant is the record owner of certain adjoining real estate parcels commonly known as 5359 and 5363 Edison Avenue, in the City of Oak Lawn, County of Cook, State of Illinois, which are legally described in Exhibit A attached hereto (the "Adjoining Properties").
- B. Declarant intends to develop and improve the Adjoining Properties with dwellings, together with driveway, walk ways, parking areas, and other improvements for the common use and enjoyment of the owners, occupants and invitees of said dwellings.
- C. Declarant intends to submit the Adjoining Properties to the provisions of this Easement Declaration, as hereinafter provided.

NOW, THEREFORE, Declarant hereby declares that all of the Adjoining Properties shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, all of which shall run with the land and be binding on all parties having or acquiring any rights, title or interest therein or any part thereof, and shall inure to the benefit of each Owner thereof.



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 DATE 8-24-00 COPIES 6
 WK BY B

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ARTICLE 1 DEFINITIONS

The following words when used in this Declaration or in any Supplementary Declaration (as defined herein) shall, unless the context shall prohibit, have the following meanings:

- 1.01 Adjoining Properties. The real estate parcels described in Exhibit A as parcel 1 and parcel 2, attached hereto.
- 1.02 Driveway Easement Area. The unenclosed driveway from time to time or at any time located or constructed upon the Adjoining Properties, described in Exhibit B attached hereto, and utilized for pedestrian and/or vehicular ingress, egress and access to, from and through the Adjoining Properties.
- 1.03 Declarant. Michael C. Roche and Vera Roche.
- 1.04 First Mortgagee. A bona fide lender holding a validly recorded mortgage or trust deed on the Adjoining Properties which mortgage or trust deed was recorded prior in time to all other mortgages or trust deeds against said Adjoining Properties.
- 1.05 Lot/Unit. Any plot of land legally designated as a separate lot/unit thereon and which is improved with a dwelling.
- 1.06 Owner. The record owner, whether one or more persons, individuals or entities, of a fee-simple title to any Lot/Unit, including contract sellers having such interest merely as security for the performance of any obligations.
- 1.07 Parking Space. That portion of Parcel 1 of the Adjoining Properties, described in Exhibit "C" attached hereto, used for parking one motor vehicle for the benefit of Parcel 2.
- 1.07 Plat. Any Plats of Survey recorded in the Office of the Recorder of Cook County, Illinois, or not recorded, that depict the Adjoining Properties or any portions thereof.

ARTICLE 2

SUPPLEMENTARY DECLARATION

- 2.01 Supplementary Declaration. The Declarant may, but need not, file of record any Supplementary Declaration, including but not limited to Condominium Declarations, against any one, or both, of the Adjoining Properties. Immediately upon such recording that portion of the Adjoining Properties affected shall be subject to the terms, easements, covenants, conditions, and restrictions of this Easement Declaration.
- 2.02 Additional Provisions and Modifications. Notwithstanding the foregoing, any such Supplementary Declaration may contain such additions and modifications of the provisions of this Easement Declaration as Declarant may deem necessary, including, without limitation, additions and modifications affecting the use of and the rights and obligations with respect thereto of Owners of Lots/Units within such Supplementary Declaration, including an obligation to pay additional assessments applicable only to those Lots/Units, as may be appropriate to reflect the different character, if any, of the improvements erected or to be erected thereon by Declarant, and may designate what portion, if any, of such portion of the Adjoining Properties being so supplemented shall be Common Area, and may grant non-exclusive perpetual easements of use and enjoyment and a right of access to and of ingress an egress and such other easements over the Property as Declarant may deem necessary.

ARTICLE 3

EASEMENTS AND PROPERTY RIGHTS

- 3.01 Driveway Easements of Use and Enjoyment. Declarant hereby grants a perpetual, non-exclusive easement, over and upon the Driveway Easement Area for the mutual benefit of the Adjoining Properties, and every Owner shall have a right and easement, of use and enjoyment and a right of access and pedestrian and vehicular ingress and egress on, over, across, under, in, upon and to the Driveway Easement Area, and such right and easement shall be appurtenant to and shall pass with title to every Lot/Unit, subject to the rights of Declarant reserved in this Declaration, and the rights of others granted in this Easement Declaration and shall further have the right to adopt rules and regulations governing the use, operation and maintenance of the Driveway Easement Area.

3.02 Easements of Access.

- a. Every Owner is hereby granted and reserved a perpetual non-exclusive easement for the purpose of reasonable ingress and egress from his Lot/Unit to, through and from all public and private ways which adjoin the Property through, over and across the Driveway Easement Area; provided, however, that no Owner may remove, relocate, or cause to be removed or relocated, any portion of the Driveway Easement Area without approval of 75% of each of the Adjoining Property Owners.
- b. The Declarant and Owners and each of them, is hereby granted and reserved perpetual non-exclusive easements to, through, over and across the Driveway Easement Area for the purposes of exercising the rights, performing the functions, and discharging the responsibilities, permitted or required to be performed or discharged by any of them pursuant to any provision of this Declaration.

3.03 Municipal Service Easements. Declarant hereby grants a perpetual non-exclusive easement to the City of Oak Lawn over the Driveway Easement Area to enforce all applicable laws, ordinances and regulations and for the purpose of providing police and fire protection and such other municipal services as the Owners may request and the City of Oak Lawn may agree to furnish.

3.04 Implied Easements. Declarant hereby acknowledges that, due to the length and complexity of this Declaration, certain omissions may have occurred in connection with the grants of various easements including, but not limited to, those for access, ingress and egress, use and enjoyment, utilities, light and air and maintenance. Declarant therefore hereby grants any easement omitted herein which easement is reasonably implied from and by the provisions and scheme of this Easement Declaration and is reasonably necessary for the purpose of furthering the beneficial purposes and intentions of Declarant as expressed in this Easement Declaration.

3.05 Encroachments. In the event that (a) by reason of design, construction, location, repair, settlement, shifting or movement, any dwelling or other improvement as originally constructed by Developer on any Lot/Unit overhangs or otherwise encroaches or shall hereafter encroach upon any other Lot/Unit or (b) by reason of such design, construction, location, repair, settlement, shifting or movement it shall be necessary or advantageous to an Owner to use or occupy any portion of the Driveway Easement Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use or enjoyment of the Driveway Easement Area by other Owners, or © by reason of the design or construction of any improvements upon the Adjoining Properties as originally constructed by

Declarant any improvements encroach or shall hereafter encroach upon any part of the Driveway Easement Area, then, in any such case, valid easements for the maintenance of such encroachment and for such use of the Driveway Easement Area, together with the right to enter upon such other Lot or the Driveway Easement Area to maintain, repair and replace such encroachment are hereby established and shall exist for the benefit of each or both the Adjoining Properties or the Driveway Easement Area, as the case may be, so long as such dwelling or other improvement shall remain standing; provided, however, that if any such dwelling or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be reestablished and the easements herein granted for the maintenance, repair and replacement thereof shall continue in force; provided further that in no event shall a valid easement for any encroachment or use of the Driveway Easement Area be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Driveway Easement Area by other Owners or if it occurred due to the willful conduct of any Owner.

- 3.06 Agreement for Grant of Easements. In the event, at any time after the recording of this Declaration, Declarant shall deem it necessary to do so, Declarant may (i) reserve or grant easements for the benefit of the Adjoining Properties in, over, under, to and across the Driveway Easement Area for the installation, construction and maintenance of any and all public and private utility conduits, wires, ducts, pipes, cables and other lines, and all associated equipment for the provision of utilities services for the Adjoining Properties, including without limitation, those for the transmission and distribution of water, electricity, gas telephone, sewage, drainage, cable or satellite television, and (ii) dedicate any portion of the Driveway Easement Area to any public or quasi-public utility or to any governmental authority for the installation, construction and maintenance of any such utilities and for ingress and egress thereto. For so long as Declarant owns a Lot/Unit subject to the terms hereof, Declarant shall have the right to connect to all utilities servicing the Adjoining Properties.
- 3.07 Rights of Occupants. All persons who reside on a Lot/Unit shall have the same rights to use and enjoy the Driveway Easement Area and all improvements situated thereon as the Owner of that Lot/Unit.
- 3.08 Parking Space Easement A Parking Space Easement shall be granted in, over, under, across and through that portion of Parcel 1 described in Exhibit "C" for the sole benefit of Parcel 2. Parcel 2 shall be responsible for maintenance, insurance, taxes and any other type charges assessed and/or associated with the right to use and/or ownership of said Parking Space Easement.

- 3.09 Easements to Run with the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors or assigns, and any Owner, purchaser, mortgagee or other person having an interest in the Adjoining Properties, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of this Easement Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, or trustees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.
- 3.10 Dedication to Public Use. Nothing contained in this Easement Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Property to or for any public use or purpose whatsoever.
- 3.11 Certain Rights Reserved to Declarant. The right is reserved by Declarant or its agents, to place and maintain on the Adjoining Properties all models, sales offices, advertising signs and banners and lighting in connection therewith, and other promotional facilities at such locations and in such forms as shall be determined by Declarant. There is also reserved to Declarant, its agents and prospective purchasers and tenants, the right of ingress, egress and transient parking in and through the Adjoining Properties. Declarant also reserves the right for Declarant to maintain on the Adjoining Properties without charge (i) a general office for the purpose of exercising the development and management rights and (ii) appropriate permanent and transient parking facilities for the employees of Declarant and of Declarant's agents and for prospective purchasers of Lots/Units in the Adjoining Properties. Declarant's aforesaid reserved rights shall exist at any time Declarant is engaged in the sale or leasing of Lots/Units on the Adjoining Properties and no charge shall be made with respect thereto. In connection therewith, Declarant hereby reserves for the benefit of themselves a non-exclusive easement to, through, over and across the Adjoining Properties for the purpose of exercising the rights reserved to Declarant pursuant to this Easement Declaration. Such rights of Declarant shall continue until the sale or rental of all Lots/Units located on the Adjoining Properties unless Declarant, by written notice to the Owners, elects to terminate such rights prior to such date. All rights and easements created by this Easement Declaration are subject and subordinate to the development rights of Declarant, whether or not inconvenience to any Owner shall result therefrom; provided, however, that Declarant shall not exercise any of such rights in a manner so as to prevent the exercise of the rights of use and enjoyment of the Driveway Easement Area.

ARTICLE 4

OBLIGATIONS OF OWNERS WITH RESPECT TO MAINTENANCE AND ADMINISTRATION OF THE DRIVEWAY EASEMENT AREA

- 4.01 Owners Obligations. In addition to all other rights, powers and duties of the Owners under applicable law or as otherwise set forth in this Easement Declaration, the Owners shall have the following rights, powers and duties with regard to the Driveway Easement Area the cost and expense of which shall be paid for equally by the Adjoining Properties from assessment or other type funds:
- a. Driveway Easement Area. The Adjoining Property Owners shall maintain, repair, replace and manage the Driveway Easement Area and all improvements thereon, and, without limiting the generality of the foregoing, provide for snow removal and scavenger services, maintain continuously in force comprehensive liability, hazard and other insurance, maintain all underground utilities located in the Driveway Easement Area serving the Adjoining Properties (including water pipes, sanitary and storm sewer lines, telephone and electrical cables and gas mains) to the extent that the responsibility to maintain such utilities has not been assumed by any public utility agency, the City of Oak Lawn, Sanitary District, or other governmental authority or agency, or any Owner, pay all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Driveway Easement Area, pay all sums due the City of Oak Lawn for the enforcement of local laws and provide such other services for the Driveway Easement Area as the Owners deem to be in their best interests.
- 4.02 Condemnation. In the case of a condemnation or taking by eminent domain (a "taking") by competent authority of any part of the Driveway Easement Area, the Adjoining Property Owners shall, if necessary, restore the improvements in the Driveway Easement Area to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking. Any proceeds or awards made to the Adjoining Property Owners in connection with any such taking shall be applied first to the cost of any restoration, with the balance to be used by the Adjoining Property Owners to carry out its obligations under this Easement Declaration.

ARTICLE 5

COVENANTS AND RESTRICTIONS AS TO USE

The Driveway and Parking Space Easement Areas shall be used only as follows:

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- 5.01 Residential Use. No part of the Adjoining Properties shall be used for purposes other than residential housing, parking and related common purposes for which the Properties were designed, subject to such reasonable rules and regulation as may be adopted by a majority of the Owners.
- 5.02 Parking Area. The outdoor parking areas shall be used for the parking of passenger automobiles, subject to such rules and regulations as the Owners may prescribe. No boats, trailers, trucks, motorcycles, motor scooters or other vehicles or property of any kind shall be parked or stored thereon unless permitted by such rules and regulations. Every Owner, occupant and other person shall be responsible for his personal property located or kept in the outdoor parking areas.
- 5.03 Obstructions of the Driveway Easement Area. There shall be no obstruction of the Driveway Easement Area, nor shall ready access to any Lot/Unit be obstructed or impeded in any manner.
- 5.04 Noxious Activities. No noxious or offensive activity shall be conducted on the Driveway Easement Area nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to other Owners or occupants.
- 5.05 Alterations. Except as constructed or altered by or with the permission of the Declarant, nothing shall be altered or constructed in or removed from the Driveway Easement Area except upon majority approval of the Owners.

ARTICLE 6 VOTING RIGHTS

- 6.01 Unless otherwise required by this Declaration, any decision regarding the subject easement shall require the approval of a majority of the Owners of Parcel 1 of Exhibit A and a majority of the Owners of the Parcel 2 of Exhibit A.

ARTICLE 7 GENERAL PROVISIONS

- 7.01 Enforcement. In addition to all other rights herein granted to the Owners, the Owners may enforce the provisions of this Easement Declaration by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively, or otherwise, and failure of the Owners to enforce any such provisions shall in no way be deemed a

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waiver of the right to do so thereafter. All expenses incurred by the Owners in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at 18% per annum, shall be charged to and assessed against any Owner violating any such provisions.

- 7.02 Severability. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions or covenants and the application thereof shall remain unaffected to the extent permitted by law.
- 7.03 Title in Land Trust. In the event title to any Lot/Unit is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot/Unit 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 Easement Declaration against such Lot/Unit. 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 to 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/Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit.
- 7.04 Amendment. Except as provided herein, the provisions of this Easement Declaration may be amended by an instrument executed by Owners of not less than seventy-five (75%) of each adjoining Property subject to the provisions of this Declaration except that: (i) prior to September 1, 2001, no amendment shall be effective without the written consent of Declarant; and (ii) no provision which affects or relates to the rights, privileges or interest of the Declarant may be amended without their respective written consents. Notwithstanding the foregoing, Declarant reserves the right from time to time as long as Declarant owns a Lot/Unit subject to the terms hereof, to amend this Easement Declaration in such manner as may be necessary to correct clerical errors in this Easement Declaration or as may be required by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such organizations, or any institutional lender issuing a commitment to make first mortgage loans covering twenty percent (20%) or more of the Lot/Units located in the Adjoining Properties; provided that no such amendment by Declarant shall reduce the rights of any mortgagee with respect to

any first mortgage on a Lot/Unit recorded prior to such amendment, without such first mortgagee's written consent. Further, notwithstanding the foregoing, until Declarant no longer owns a Lot/Unit, Declarant shall have the right to modify or amend this Easement Declaration so long as such modifications and amendments shall not materially impair the rights of Owners. If furtherance of the foregoing reservation by Declarant, a power coupled with an interest is hereby granted to the Declarant, as attorney-in-fact, to so amend this Declaration and each deed, mortgage or other instrument with respect to a Lot/Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to each of said attorneys-in-fact and shall be deemed to reserve to each of them the power to execute and record such amendments. No amendment shall be effective until recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

- 7.05 Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address.
- 7.06 Binding Effect. The easements created by this Easement Declaration shall be of perpetual duration. The covenants and restrictions of this Easement Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot/Unit subject to this Easement Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Easement Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of not less than seventy-five (75%) percent of each Adjoining Property has been recorded, agreeing to amend said covenants and restrictions in whole or in part.
- 7.07 Successors and Predecessors of Declarant. No party exercising rights as Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.
- 7.08 Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successors and permitted assigns of Declarant and all persons which may have or hereafter obtain any interest in the Adjoining Properties.

CONSENT OF MORTGAGEE

State Bank of Countryside holder of mortgages on the property April 1, 1999 and recorded April 9, 1999 as document number 99-3420409 hereby consents to the execution and recording of the within Declaration of Driveway and Parking Space, Easements, Covenants, Conditions and Restrictions and agrees that said mortgage is subject to the provisions of said Declaration.

IN WITNESS WHEREOF, the said State Bank of Countryside has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Countryside, Illinois on the 7th day of August, 2000.

BY: William O. Kerth
WILLIAM O. KERTH, Vice Pres.

ATTEST:
Joan Micka
JOAN MICKA, Trust Officer

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CONSENT OF MORTGAGEE

Liberty Federal Bank, successor in interest to Southwest Federal Savings and Loan Association of Chicago, the holder of mortgages on the property dated June 17, 1996 and recorded June 20, 1996 as document number 96-474636 and dated October 7, 1998 and recorded October 16, 1998 as document number 98-929921 and re-recorded August 7, 2000 as document number 00600379 hereby consents to the execution and recording of the within Declaration of Driveway and Parking Space, Easements, Covenants, Conditions and Restrictions and agrees that said mortgages are subject to the provisions of said Declaration.

IN WITNESS WHEREOF, the said Liberty Federal Bank has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Hinsdale, Illinois on the 18th day of August, 2000.

LIBERTY FEDERAL BANK

By: [Signature]
Its: Vice President

ATTEST:

By: [Signature]
Its: Vice President

Property of Cook County Clerk's Office

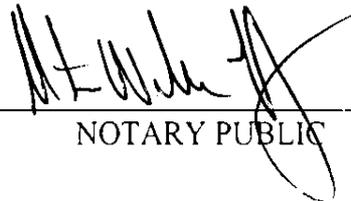
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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, MARTIN WILLIAM LOTZ, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that STEVE CANNISTRA, VICE PRESIDENT and GIA M. DRIMOND, VICE PRESIDENT, respectively, of Liberty Federal Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and VICE PRESIDENT, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

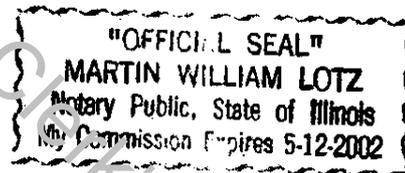
GIVEN under my hand and Notarial Seal this 18th day of August, 2000.



NOTARY PUBLIC

My Commission Expires:

5-12-2002



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EXHIBITS

Exhibit A - Legal Description of Adjoining Properties

Exhibit B – Legal Description of Driveway Easement Area

Exhibit C – Legal Description of Parking Space Easement Area

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EXHIBIT A

ADJOINING PROPERTIES

Parcel 1:

LOT 1 IN ROCHE'S EDISON AVENUE RESUBDIVISION OF LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 15 TOGETHER WITH THE WEST ½ OF VACATED MINNICK LYING EAST OF SAID LOTS 1 AND 2 (INTENDED HEREIN TO BE ALL OF MINNICK AVENUE) ALL IN MINNICK'S OAK LAWN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST ¼ AND THE WEST 20 ACRES OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 599.94 FEET OF THE EAST 696 FEET THEREOF) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5359 Edison Avenue, Oak Lawn, Illinois 60453

P.I.N.: 24-09-115-028-0000

Parcel 2:

LOT 2 IN ROCHE'S EDISON AVENUE RESUBDIVISION OF LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 15 TOGETHER WITH THE WEST ½ OF VACATED MINNICK LYING EAST OF SAID LOTS 1 AND 2 (INTENDED HEREIN TO BE ALL OF MINNICK AVENUE) ALL IN MINNICK'S OAK LAWN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST ¼ AND THE WEST 20 ACRES OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 599.94 FEET OF THE EAST 696 FEET THEREOF) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5363 Edison Avenue, Oak Lawn, Illinois 60453

P.I.N.: 24-09-115-029-0000

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EXHIBIT B

24 FOOT DRIVEWAY EASEMENT AREA

THE NORTHWESTERLY 105 FEET OF THE SOUTHWESTERLY 12.50 FEET OF LOT 1 AND THE NORTHWESTERLY 105 FEET OF THE NORTEASTERLY 11.50 FEET OF LOT 2 IN ROCHE'S EDISON AVENUE RESUBDIVISION OF LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 15 TOGETHER WITH THE WEST ½ OF VACATED MINNICK LYING EAST OF SAID LOTS 1 AND 2 (INTENDED HEREIN TO BE ALL OF MINNICK AVENUE) ALL IN MINNICK'S OAK LAWN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST ¼ AND THE WEST 20 ACRES OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 599.94 FEET OF THE EAST 696 FEET THEREOF) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

4 FOOT PARKING SPACE EASEMENT

THE SOUTHWESTERLY 4 FEET OF LOT 1 (EXCEPT THE NORTHWESTERLY 105 FEET THEREOF) IN ROCHE'S EDISON AVENUE RESUBDIVISION OF LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 15 TOGETHER WITH THE WEST ½ OF VACATED MINNICK LYING EAST OF SAID LOTS 1 AND 2 (INTENDED HEREIN TO BE ALL OF MINNICK AVENUE) ALL IN MINNICK'S OAK LAWN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST ¼ AND THE WEST 20 ACRES OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 599.94 FEET OF THE EAST 696 FEET THEREOF) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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THIS DOCUMENT PREPARED BY
AND MAIL TO:

AUG 24 2000

JOHN C. GRIFFIN
GRIFFIN & GALLAGHER
10001 SOUTH ROBERTS ROAD
PALOS HILLS, ILLINOIS 60465
(708) 598-0800

DECLARATION OF DRIVEWAY AND PARKING SPACE, EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

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RECITALS

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- C. Declarant intends to submit the Adjoining Properties to the provisions of this Easement Declaration, as hereinafter provided.

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ARTICLE 1 DEFINITIONS

The following words when used in this Declaration or in any Supplementary Declaration (as defined herein) shall, unless the context shall prohibit, have the following meanings:

- 1.01 Adjoining Properties. The real estate parcels described in Exhibit A as parcel 1 and parcel 2, attached hereto.
- 1.02 Driveway Easement Area. The unenclosed driveway from time to time or at any time located or constructed upon the Adjoining Properties, described in Exhibit B attached hereto, and utilized for pedestrian and/or vehicular ingress, egress and access to, from and through the Adjoining Properties.
- 1.03 Declarant. Michael C. Roche and Vera Roche.
- 1.04 First Mortgagee. A bona fide lender holding a validly recorded mortgage or trust deed on the Adjoining Properties which mortgage or trust deed was recorded prior in time to all other mortgages or trust deeds against said Adjoining Properties.
- 1.05 Lot/Unit. Any plot of land legally designated as a separate lot/unit thereon and which is improved with a dwelling.
- 1.06 Owner. The record owner, whether one or more persons, individuals or entities, of a fee-simple title to any Lot/Unit, including contract sellers having such interest merely as security for the performance of any obligations.
- 1.07 Parking Space. That portion of Parcel 1 of the Adjoining Properties, described in Exhibit "C" attached hereto, used for parking one motor vehicle for the benefit of Parcel 2.
- 1.07 Plat. Any Plats of Survey recorded in the Office of the Recorder of Cook County, Illinois, or not recorded, that depict the Adjoining Properties or any portions thereof.

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ARTICLE 2

SUPPLEMENTARY DECLARATION

- 2.01 Supplementary Declaration. The Declarant may, but need not, file of record any Supplementary Declaration, including but not limited to Condominium Declarations, against any one, or both, of the Adjoining Properties. Immediately upon such recording that portion of the Adjoining Properties affected shall be subject to the terms, easements, covenants, conditions, and restrictions of this Easement Declaration.
- 2.02 Additional Provisions and Modifications. Notwithstanding the foregoing, any such Supplementary Declaration may contain such additions and modifications of the provisions of this Easement Declaration as Declarant may deem necessary, including, without limitation, additions and modifications affecting the use of and the rights and obligations with respect thereto of Owners of Lots/Units within such Supplementary Declaration, including an obligation to pay additional assessments applicable only to those Lots/Units, as may be appropriate to reflect the different character, if any, of the improvements erected or to be erected thereon by Declarant, and may designate what portion, if any, of such portion of the Adjoining Properties being so supplemented shall be Common Area, and may grant non-exclusive perpetual easements of use and enjoyment and a right of access to and of ingress an egress and such other easements over the Property as Declarant may deem necessary.

ARTICLE 3

EASEMENTS AND PROPERTY RIGHTS

- 3.01 Driveway Easements of Use and Enjoyment. Declarant hereby grants a perpetual, non-exclusive easement, over and upon the Driveway Easement Area for the mutual benefit of the Adjoining Properties, and every Owner shall have a right and easement, of use and enjoyment and a right of access and pedestrian and vehicular ingress and egress on, over, across, under, in, upon and to the Driveway Easement Area, and such right and easement shall be appurtenant to and shall pass with title to every Lot/Unit, subject to the rights of Declarant reserved in this Declaration, and the rights of others granted in this Easement Declaration and shall further have the right to adopt rules and regulations governing the use, operation and maintenance of the Driveway Easement Area.

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3.02 Easements of Access.

- a. Every Owner is hereby granted and reserved a perpetual non-exclusive easement for the purpose of reasonable ingress and egress from his Lot/Unit to, through and from all public and private ways which adjoin the Property through, over and across the Driveway Easement Area; provided, however, that no Owner may remove, relocate, or cause to be removed or relocated, any portion of the Driveway Easement Area without approval of 75% of each of the Adjoining Property Owners.
- b. The Declarant and Owners and each of them, is hereby granted and reserved perpetual non-exclusive easements to, through, over and across the Driveway Easement Area for the purposes of exercising the rights, performing the functions, and discharging the responsibilities, permitted or required to be performed or discharged by any of them pursuant to any provision of this Declaration.

3.03 Municipal Service Easements. Declarant hereby grants a perpetual non-exclusive easement to the City of Oak Lawn over the Driveway Easement Area to enforce all applicable laws, ordinances and regulations and for the purpose of providing police and fire protection and such other municipal services as the Owners may request and the City of Oak Lawn may agree to furnish.

3.04 Implied Easements. Declarant hereby acknowledges that, due to the length and complexity of this Declaration, certain omissions may have occurred in connection with the grants of various easements including, but not limited to, those for access, ingress and egress, use and enjoyment, utilities, light and air and maintenance. Declarant therefore hereby grants any easement omitted herein which easement is reasonably implied from and by the provisions and scheme of this Easement Declaration and is reasonably necessary for the purpose of furthering the beneficial purposes and intentions of Declarant as expressed in this Easement Declaration.

3.05 Encroachments. In the event that (a) by reason of design, construction, location, repair, settlement, shifting or movement, any dwelling or other improvement as originally constructed by Developer on any Lot/Unit overhangs or otherwise encroaches or shall hereafter encroach upon any other Lot/Unit or (b) by reason of such design, construction, location, repair, settlement, shifting or movement it shall be necessary or advantageous to an Owner to use or occupy any portion of the Driveway Easement Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use or enjoyment of the Driveway Easement Area by other Owners, or by reason of the design or construction of any improvements upon the Adjoining Properties as originally constructed by

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Declarant any improvements encroach or shall hereafter encroach upon any part of the Driveway Easement Area, then, in any such case, valid easements for the maintenance of such encroachment and for such use of the Driveway Easement Area, together with the right to enter upon such other Lot or the Driveway Easement Area to maintain, repair and replace such encroachment are hereby established and shall exist for the benefit of each or both the Adjoining Properties or the Driveway Easement Area, as the case may be, so long as such dwelling or other improvement shall remain standing; provided, however, that if any such dwelling or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be reestablished and the easements herein granted for the maintenance, repair and replacement thereof shall continue in force; provided further that in no event shall a valid easement for any encroachment or use of the Driveway Easement Area be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Driveway Easement Area by other Owners or if it occurred due to the willful conduct of any Owner.

- 3.06 Agreement for Grant of Easements. In the event, at any time after the recording of this Declaration, Declarant shall deem it necessary to do so, Declarant may (i) reserve or grant easements for the benefit of the Adjoining Properties in, over, under, to and across the Driveway Easement Area for the installation, construction and maintenance of any and all public and private utility conduits, wires, ducts, pipes, cables and other lines, and all associated equipment for the provision of utilities services for the Adjoining Properties, including without limitation, those for the transmission and distribution of water, electricity, gas telephone, sewage, drainage, cable or satellite television, and (ii) dedicate any portion of the Driveway Easement Area to any public or quasi-public utility or to any governmental authority for the installation, construction and maintenance of any such utilities and for ingress and egress thereto. For so long as Declarant owns a Lot/Unit subject to the terms hereof, Declarant shall have the right to connect to all utilities servicing the Adjoining Properties.
- 3.07 Rights of Occupants. All persons who reside on a Lot/Unit shall have the same rights to use and enjoy the Driveway Easement Area and all improvements situated thereon as the Owner of that Lot/Unit.
- 3.08 Parking Space Easement A Parking Space Easement shall be granted in, over, under, across and through that portion of Parcel 1 described in Exhibit "C" for the sole benefit of Parcel 2. Parcel 2 shall be responsible for maintenance, insurance, taxes and any other type charges assessed and/or associated with the right to use and/or ownership of said Parking Space Easement.

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- 3.09 Easements to Run with the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors or assigns, and any Owner, purchaser, mortgagee or other person having an interest in the Adjoining Properties, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of this Easement Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, or trustees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.
- 3.10 Dedication to Public Use. Nothing contained in this Easement Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Property to or for any public use or purpose whatsoever.
- 3.11 Certain Rights Reserved to Declarant. The right is reserved by Declarant or its agents, to place and maintain on the Adjoining Properties all models, sales offices, advertising signs and banners and lighting in connection therewith, and other promotional facilities at such locations and in such forms as shall be determined by Declarant. There is also reserved to Declarant, its agents and prospective purchasers and tenants, the right of ingress, egress and transient parking in and through the Adjoining Properties. Declarant also reserves the right for Declarant to maintain on the Adjoining Properties without charge (i) a general office for the purpose of exercising the development and management rights and (ii) appropriate permanent and transient parking facilities for the employees of Declarant and of Declarant's agents and for prospective purchasers of Lots/Units in the Adjoining Properties. Declarant's aforesaid reserved rights shall exist at any time Declarant is engaged in the sale or leasing of Lots/Units on the Adjoining Properties and no charge shall be made with respect thereto. In connection therewith, Declarant hereby reserves for the benefit of themselves a non-exclusive easement to, through, over and across the Adjoining Properties for the purpose of exercising the rights reserved to Declarant pursuant to this Easement Declaration. Such rights of Declarant shall continue until the sale or rental of all Lots/Units located on the Adjoining Properties unless Declarant, by written notice to the Owners, elects to terminate such rights prior to such date. All rights and easements created by this Easement Declaration are subject and subordinate to the development rights of Declarant, whether or not inconvenience to any Owner shall result therefrom; provided, however, that Declarant shall not exercise any of such rights in a manner so as to prevent the exercise of the rights of use and enjoyment of the Driveway Easement Area.

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ARTICLE 4

OBLIGATIONS OF OWNERS WITH RESPECT TO MAINTENANCE AND ADMINISTRATION OF THE DRIVEWAY EASEMENT AREA

- 4.01 Owners Obligations. In addition to all other rights, powers and duties of the Owners under applicable law or as otherwise set forth in this Easment Declaration, the Owners shall have the following rights, powers and duties with regard to the Driveway Easement Area the cost and expense of which shall be paid for equally by the Adjoining Properties from assessment or other type funds:
- a. Driveway Easement Area. The Adjoining Property Owners shall maintain, repair, replace and manage the Driveway Easement Area and all improvements thereon, and, without limiting the generality of the foregoing, provide for snow removal and scavenger services, maintain continuously in force comprehensive liability, hazard and other insurance, maintain all underground utilities located in the Driveway Easement Area serving the Adjoining Properties (including water pipes, sanitary and storm sewer lines, telephone and electrical cables and gas mains) to the extent that the responsibility to maintain such utilities has not been assumed by any public utility agency, the City of Oak Lawn, Sanitary District, or other governmental authority or agency, or any Owner, pay all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Driveway Easement Area, pay all sums due the City of Oak Lawn for the enforcement of local laws and provide such other services for the Driveway Easement Area as the Owners deem to be in their best interests.
- 4.02 Condemnation. In the case of a condemnation or taking by eminent domain (a "taking") by competent authority of any part of the Driveway Easement Area, the Adjoining Property Owners shall, if necessary, restore the improvements in the Driveway Easement Area to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking. Any proceeds or awards made to the Adjoining Property Owners in connection with any such taking shall be applied first to the cost of any restoration, with the balance to be used by the Adjoining Property Owners to carry out its obligations under this Easement Declaration.

ARTICLE 5

COVENANTS AND RESTRICTIONS AS TO USE

The Driveway and Parking Space Easement Areas shall be used only as follows:

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- 5.01 Residential Use. No part of the Adjoining Properties shall be used for purposes other than residential housing, parking and related common purposes for which the Properties were designed, subject to such reasonable rules and regulation as may be adopted by a majority of the Owners.
- 5.02 Parking Area. The outdoor parking areas shall be used for the parking of passenger automobiles, subject to such rules and regulations as the Owners may prescribe. No boats, trailers, trucks, motorcycles, motor scooters or other vehicles or property of any kind shall be parked or stored thereon unless permitted by such rules and regulations. Every Owner, occupant and other person shall be responsible for his personal property located or kept in the outdoor parking areas.
- 5.03 Obstructions of the Driveway Easement Area. There shall be no obstruction of the Driveway Easement Area, nor shall ready access to any Lot/Unit be obstructed or impeded in any manner.
- 5.04 Noxious Activities. No noxious or offensive activity shall be conducted on the Driveway Easement Area nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to other Owners or occupants.
- 5.05 Alterations. Except as constructed or altered by or with the permission of the Declarant, nothing shall be altered or constructed in or removed from the Driveway Easement Area except upon majority approval of the Owners.

ARTICLE 6 VOTING RIGHTS

- 6.01 Unless otherwise required by this Declaration, any decision regarding the subject easement shall require the approval of a majority of the Owners of Parcel 1 of Exhibit A and a majority of the Owners of the Parcel 2 of Exhibit A.

ARTICLE 7 GENERAL PROVISIONS

- 7.01 Enforcement. In addition to all other rights herein granted to the Owners, the Owners may enforce the provisions of this Easement Declaration by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively, or otherwise, and failure of the Owners to enforce any such provisions shall in no way be deemed a

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waiver of the right to do so thereafter. All expenses incurred by the Owners in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at 18% per annum, shall be charged to and assessed against any Owner violating any such provisions.

- 7.02 Severability. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions or covenants and the application thereof shall remain unaffected to the extent permitted by law.
- 7.03 Title in Land Trust. In the event title to any Lot/Unit is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot/Unit 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 Easement Declaration against such Lot/Unit. 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 to 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/Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit.
- 7.04 Amendment. Except as provided herein, the provisions of this Easement Declaration may be amended by an instrument executed by Owners of not less than seventy-five (75%) of each adjoining Property subject to the provisions of this Declaration except that: (i) prior to September 1, 2001, no amendment shall be effective without the written consent of Declarant; and (ii) no provision which affects or relates to the rights, privileges or interest of the Declarant may be amended without their respective written consents. Notwithstanding the foregoing, Declarant reserves the right from time to time as long as Declarant owns a Lot/Unit subject to the terms hereof, to amend this Easement Declaration in such manner as may be necessary to correct clerical errors in this Easement Declaration or as may be required by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such organizations, or any institutional lender issuing a commitment to make first mortgage loans covering twenty percent (20%) or more of the Lot/Units located in the Adjoining Properties; provided that no such amendment by Declarant shall reduce the rights of any mortgagee with respect to

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any first mortgage on a Lot/Unit recorded prior to such amendment, without such first mortgagee's written consent. Further, notwithstanding the foregoing, until Declarant no longer owns a Lot/Unit, Declarant shall have the right to modify or amend this Easement Declaration so long as such modifications and amendments shall not materially impair the rights of Owners. If furtherance of the foregoing reservation by Declarant, a power coupled with an interest is hereby granted to the Declarant, as attorney-in-fact, to so amend this Declaration and each deed, mortgage or other instrument with respect to a Lot/Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to each of said attorneys-in-fact and shall be deemed to reserve to each of them the power to execute and record such amendments. No amendment shall be effective until recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

- 7.05 Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address.
- 7.06 Binding Effect. The easements created by this Easement Declaration shall be of perpetual duration. The covenants and restrictions of this Easement Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot/Unit subject to this Easement Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Easement Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of not less than seventy-five (75%) percent of each Adjoining Property has been recorded, agreeing to amend said covenants and restrictions in whole or in part.
- 7.07 Successors and Predecessors of Declarant. No party exercising rights as Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.
- 7.08 Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successors and permitted assigns of Declarant and all persons which may have or hereafter obtain any interest in the Adjoining Properties.

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Signed as of the day and year first above written.

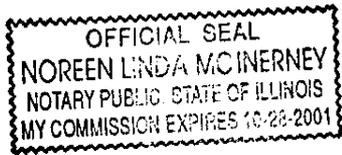
Michael C Roche
MICHAEL C. ROCHE

Vera Roche
VERA ROCHE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid Do Hereby Certify that Michael C Roche AND Vera Roche, respectively of _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act _____ for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of July, 2007



[Signature]
Notary Public

My Commission Expires:

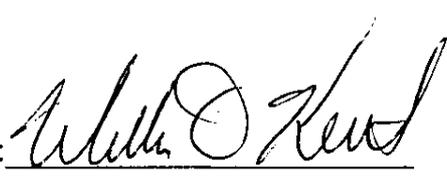
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CONSENT OF MORTGAGEE

State Bank of Countryside holder of mortgages on the property April 1, 1999 and recorded April 9, 1999 as document number 99-3420409 hereby consents to the execution and recording of the within Declaration of Driveway and Parking Space, Easements, Covenants, Conditions and Restrictions and agrees that said mortgage is subject to the provisions of said Declaration.

IN WITNESS WHEREOF, the said State Bank of Countryside has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Countryside, Illinois on the 7th day of August, 2000.

BY: 

WILLIAM O. KERTH, Vice Pres.

ATTEST:


JOAN MICKA, Trust Officer

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CONSENT OF MORTGAGEE

Liberty Federal Bank, successor in interest to Southwest Federal Savings and Loan Association of Chicago, the holder of mortgages on the property dated June 17, 1996 and recorded June 20, 1996 as document number 96-474636 and dated October 7, 1998 and recorded October 16, 1998 as document number 98-929921 and re-recorded August 7, 2000 as document number 00600379 hereby consents to the execution and recording of the within Declaration of Driveway and Parking Space, Easements, Covenants, Conditions and Restrictions and agrees that said mortgages are subject to the provisions of said Declaration.

IN WITNESS WHEREOF, the said Liberty Federal Bank has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Hinsdale, Illinois on the 18th day of August, 2000.

LIBERTY FEDERAL BANK

By: [Signature]
Its: President

ATTEST:

By: [Signature]
Its: Notary Public

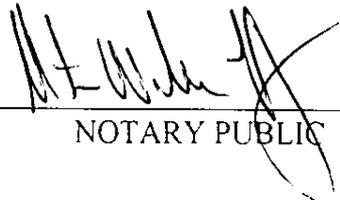
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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, MARTIN WILLIAM LOTZ, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that STEVE CANNISTRA, VICE PRESIDENT and GIA M. DRUMOND, VICE PRESIDENT, respectively, of Liberty Federal Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and VICE PRESIDENT, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

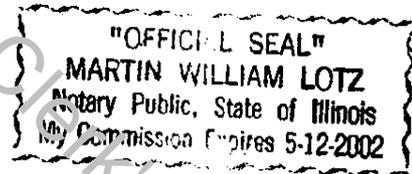
GIVEN under my hand and Notarial Seal this 18th day of August, 2000.



NOTARY PUBLIC

My Commission Expires:

5-12-2002



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EXHIBITS

Exhibit A - Legal Description of Adjoining Properties

Exhibit B – Legal Description of Driveway Easement Area

Exhibit C – Legal Description of Parking Space Easement Area

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EXHIBIT A

ADJOINING PROPERTIES

Parcel 1:

LOT 1 IN ROCHE'S EDISON AVENUE RESUBDIVISION OF LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 15 TOGETHER WITH THE WEST ½ OF VACATED MINNICK LYING EAST OF SAID LOTS 1 AND 2 (INTENDED HEREIN TO BE ALL OF MINNICK AVENUE) ALL IN MINNICK'S OAK LAWN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST ¼ AND THE WEST 20 ACRES OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 599.94 FEET OF THE EAST 696 FEET THEREOF) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5359 Edison Avenue, Oak Lawn, Illinois 60453

P.I.N.: 24-09-115-028-0000

Parcel 2:

LOT 2 IN ROCHE'S EDISON AVENUE RESUBDIVISION OF LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 15 TOGETHER WITH THE WEST ½ OF VACATED MINNICK LYING EAST OF SAID LOTS 1 AND 2 (INTENDED HEREIN TO BE ALL OF MINNICK AVENUE) ALL IN MINNICK'S OAK LAWN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST ¼ AND THE WEST 20 ACRES OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 599.94 FEET OF THE EAST 696 FEET THEREOF) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5363 Edison Avenue, Oak Lawn, Illinois 60453

P.I.N.: 24-09-115-029-0000

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EXHIBIT B

24 FOOT DRIVEWAY EASEMENT AREA

THE NORTHWESTERLY 105 FEET OF THE SOUTHWESTERLY 12.50 FEET OF LOT 1 AND THE NORTHWESTERLY 105 FEET OF THE NORTEASTERLY 11.50 FEET OF LOT 2 IN ROCHE'S EDISON AVENUE RESUBDIVISION OF LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 15 TOGETHER WITH THE WEST ½ OF VACATED MINNICK LYING EAST OF SAID LOTS 1 AND 2 (INTENDED HEREIN TO BE ALL OF MINNICK AVENUE) ALL IN MINNICK'S OAK LAWN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST ¼ AND THE WEST 20 ACRES OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 599.94 FEET OF THE EAST 696 FEET THEREOF) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

4 FOOT PARKING SPACE EASEMENT

THE SOUTHWESTERLY 4 FEET OF LOT 1 (EXCEPT THE NORTHWESTERLY 105 FEET THEREOF) IN ROCHE'S EDISON AVENUE RESUBDIVISION OF LOTS 1 THROUGH 4, INCLUSIVE, IN BLOCK 15 TOGETHER WITH THE WEST ½ OF VACATED MINNICK LYING EAST OF SAID LOTS 1 AND 2 (INTENDED HEREIN TO BE ALL OF MINNICK AVENUE) ALL IN MINNICK'S OAK LAWN SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST ¼ AND THE WEST 20 ACRES OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 599.94 FEET OF THE EAST 696 FEET THEREOF) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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