

This instrument prepared by
and should be returned to:
Mark J. Horne
Quarles & Brady, LLC
500 West Madison Street
Suite 3700
Chicago, IL 60661
312/715-5155

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RECORDER'S STAMP

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 31 day of May, 2002, by Daniel Sachs and Naomi Sachs ("Owners" and/or "Declarants"), who are husband and wife, the record title holders of the condominium units identified herein, and are individual residents of the State of Illinois, County of Cook, and reside at 62 West Schiller Street, 64 West Schiller Street, and 66 West Schiller Street (all three addresses) located in Chicago, County of Cook, State of Illinois, and who wish to submit such units, together with their interest in the Patio, as hereinafter defined, located in Cook County, Illinois and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (collectively, the "Property"), and the unit ownership to the additional obligations set forth herein.

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RECITALS

- A. Declarants are the record title holders of the Property.
- B. The Property is comprised of three adjoining condominium units. Each of the units includes exclusive use of a limited common exterior area, being a patio, at the rear (North side) of such unit. These patios were once separated by walls which were removed in 1994 creating one open patio area, approximately nineteen and one-half foot (19'5") deep and fifty-five feet (55') long (the "Patio") across the rear (North side) of the Property.
- C. The Property is located within that condominium commonly known as Carl Sandburg Village Condominium No. 3 and governed by the Carl Sandburg Village Condominium Association No. 3, an Illinois not-for-profit corporation (the "Association"), in

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DATE 7/26/02 COPIES 4
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accordance with that certain Declaration of Condominium Ownership, recorded in the Office of the Recorder of Cook County, Illinois as Document No. 25032910, as amended from time to time.

D. The Property is also subject to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded in the Office of the Recorder of Cook County, Illinois as Document No. 24917788, as amended from time to time ("Master Declaration") and, with regard to the Patios, to the administration of the Carl Sandburg Village Condominium Homeowners Association, an Illinois not-for-profit corporation ("Master Association").

E. The Owners desire to install a manufactured, modular raised landscaping system, as depicted on Patio Plan dated May 1, 2002 and prepared by Koko Architecture + Design, LLC and described as the GreenTech ITM System (the "System") over approximately one-half of the Patio, and they have requested permission from the Master Association to do so.

F. Declarants desire to subject the Property to the provisions of this Declaration in order to obtain the permission from the Master Association for the installation of the System on the Patio.

NOW, THEREFORE, in consideration of the above, and the following agreements and for other good and valuable consideration receipt of which is expressly acknowledged, Declarants hereby declare as follows:

1. **Property Subject to Declaration:** Declarants hereby declare that the Property, including the improvements constructed or to be constructed thereon, are hereby subject to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions and easements set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and with title to the Property and which shall be binding on and inure to the benefit of all persons having right, title or interest in all or any of the units constituting the Property and any portions of the Property and their respective heirs, legal representatives, successors, successors-in-title and assigns.

2. **Owner's Obligations:** Each owner (including Declarant) shall be deemed to, covenant and agree that by receipt and/or by acceptance of any deed for each or any unit comprising the Property, whether or not it shall be so expressed in their deed, bear all expenses and indemnify the Master Association from any and all reasonable costs, actual damages and claims, of any nature whatsoever, directly relating to the owners' installation, maintenance and removal of the System, including any repair or replacement of the concrete mall surface, footings or curbs, and the waterproofing or membrane thereon, and the like directly relating to or resulting from the installation, maintenance or removal of the System, as shall be deemed reasonably necessary by the Master Association. The owners shall be responsible for and obligated for all reasonable attorneys' fees and court costs incurred by the Master Association in

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addressing any matters relating to this Declaration and to the successful enforcement of covenants, conditions and restrictions imposed by this Declaration.

3. **Enforcement:** The Master Association shall have the right to enforce the covenants, conditions and restrictions contained in and/or imposed by this Declaration, by any proper proceeding at law or equity or pursuant to the Master Declaration and/or rules and regulations duly adopted by the Master Association. Failure by the Master Association to enforce any provision hereof shall in no event be deemed a waiver of the right to do so at a later date. The violation or failure to comply with any provision herein by any owner of any of the units comprising the Property shall be deemed to be a violation of this Declaration and the Association and/or Master Association shall have any and all rights and remedies available in their respective declarations against the owner or owners of the units comprising the Property.

4. **Severability:** Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall in no way effect any other provisions hereof, which shall remain in full force and effect.

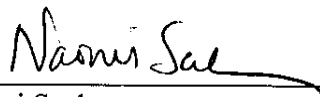
5. **Duration:** The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by any owner perpetually to the extent permitted by law; provided, however, if Illinois law limits the period during which covenants restricting lands may run, any provisions of this Declaration affected thereby shall run with the Property for the maximum number of years permitted by Illinois law. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the Rule against Perpetuities, then such provisions shall continue only until twenty-one years (21) after the death of the last survivor of the now living descendants of John F. Kennedy, former President of the United States.

6. **Governing Law:** This Declaration shall be governed by, construed and enforced, in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be executed this 31 day of MAY, 2002.



Daniel Sachs



Naomi Sachs

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Daniel Sachs and Naomi Sachs, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31st day of May, 2002.

Michelle L Wilson

Notary Public

My commission expires: July 17, 2005



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EXHIBIT A

PARCEL NO. 1 UNIT 62 IN CARL SANDBURG VILLAGE CONDOMINIUM NO. 3 AS DELINEATED ON A SURVEY OF PARTS OF CERTAIN LOTS IN CHICAGO LAND CLEARANCE COMMISSION NO 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25032910, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Common Address: 62 West Schiller Street, Chicago, Illinois
PIN No.: 17-04-209-044-1039

PARCEL NO. 2 UNIT 64 IN CARL SANDBURG VILLAGE CONDOMINIUM NO. 3 AS DELINEATED ON A SURVEY OF PARTS OF CERTAIN LOTS IN CHICAGO LAND CLEARANCE COMMISSION NO 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25032910, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Common Address: 64 West Schiller Street, Chicago, Illinois
PIN No.: 17-04-209-044-1040

PARCEL NO. 3 UNIT 66 IN CARL SANDBURG VILLAGE CONDOMINIUM NO. 3 AS DELINEATED ON A SURVEY OF PARTS OF CERTAIN LOTS IN CHICAGO LAND CLEARANCE COMMISSION NO 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25032910, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Common Address: 66 West Schiller Street, Chicago, Illinois
PIN No.: 17-04-209-044-1041

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CONSENT

The undersigned hereby consents to and grants permission for the installation of the System, as hereinabove defined, in accordance with the terms of the above Declaration of Covenants, Conditions and Restrictions.

Carl Sandburg Village Condominium
Homeowners Association, an
Illinois not-for-profit corporation

By: JM [Signature]
Is PRESIDENT

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 JACK VEDRA personally known to me to be the PRESIDENT of Carl Sandburg Village Condominium Homeowners Association, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such PRE S I D E N T that he/she signed and delivered the said instrument, pursuant to authority given by the Board of said corporation as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 12th day of July, 2002.

Eadka Antoine
Notary Public

My Commission Expires: 1/27/03



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CONSENT

The undersigned hereby consents to and grants permission for the installation of the System, as hereinabove defined, in accordance with the terms of the above Declaration of Covenants, Conditions and Restrictions.

Carl Sandburg Village Condominium
Association No. 3, an Illinois
not-for-profit corporation

By: *Rudolph Janu*
Its *President*

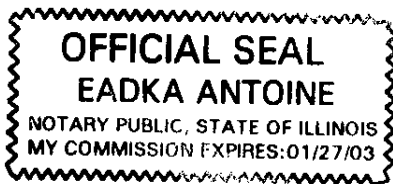
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that **RUDOLPH JANU** personally known to me to be the **PRESIDENT** of Carl Sandburg Village Condominium Association No. 3, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such **PRESIDENT**, he/she signed and delivered the said instrument, pursuant to authority given by the Board of said corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this *12th* day of *July*, 2002.

Eadka Antoine
Notary Public

My Commission Expires: *1/27/03*



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CONSENT OF MORTGAGEE

Cole Taylor Bank, holder of a Mortgage on the Property legally described on Exhibit A attached hereto, hereby consents to the execution and recording of the within Declaration of Covenants, Conditions and Restrictions and agrees that said Mortgage is subject thereto.

IN WITNESS WHEREOF, Cole Taylor Bank has caused this Consent of Mortgagee to be signed by its duly authorized officer on its behalf; all done at Chicago, Illinois on this 31st day of May, 2002.

Cole Taylor Bank

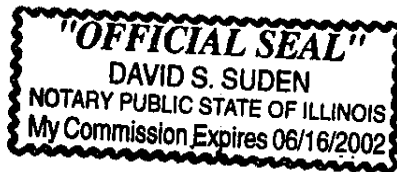
By: [Signature]
Its Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, David Suden, a Notary Public in and for County and State aforesaid, do hereby certify that Thomas Peterman, as VP of Cole Taylor Bank personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31 day of May, 2002.
David S. Suden
Notary Public

My Commission Expires: 06/16/02



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