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Cook County Recorder 40.50



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DECLARATION OF EASEMENTS AND COVENANTS

FOR 1461 N. PAULINA RESIDENTIAL DEVELOPMENT

Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY:

Rauschert and Rauschert

1025 W. Webster

Chicago, Il. 60614

MAIL TO:

Rauschert and Rauschert

1025 W. Webster

Chicago, Il. 60614

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## DECLARATION OF EASEMENTS AND COVENANTS

### FOR 1461 N. PAULINA RESIDENTIAL DEVELOPMENT

THIS DECLARATION made by 1461 N. Paulina LLC, (hereinafter referred to as "The Owner") and Illinois Limited Liability Company, as the record owner of the following described real estate:

Lot 30 in block 5 in McReynolds subdivision of part of the East half of the North East Quarter of Section 6, Township 39 North, Range 114, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 17-06-211-002-0000

WHEREAS, The Owner is desirous of establishing for its own benefit and for the benefit of all future owners or occupants of all or any part of the Residential Development, erected or to be erected on said premises, certain covenants, conditions, restrictions and obligations with respect to the use thereof: which shall constitute running with the land.

WHEREAS, The Owner desires the following definitions to apply to this agreement:

#### DEFINITIONS

For the purpose of brevity and clarity certain words and terms used in this Declaration are defined and follows:

Project: The real estate and the building and improvements constructed on the property;

Building: Consists of the series of attached dwelling units:

Unit: A one-family dwelling in the building, together with the lot upon which such dwelling is situated;

Lot: A lot shall be the real estate as stated in Exhibit "B" attached hereto;

Owner: Ant purchaser of a unit either by Deed or under articles of Agreement for Deed;

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Occupant: Any person or persons, other than the owner, in possession;

Party Wall: A common wall which separates one dwelling unit from the adjacent unit and is located on the division line between lots;

Main Walks: Those walks installed for the general access to the units: and

WHEREAS, The Owner has caused to be prepared a survey the lots and easements described herein which is incorporated herein and attached hereto as Exhibit "A".

NOW THEREFORE, 1461 N. Paulina LLC, as the owner of the real estate above mentioned, for the purposes above set forth, DECLARES AS FOLLOWS:

## ARTICLE 1 - ASSOCIATION

1. The Owner upon the sale or transfer of one or more units in the development, may cause to be incorporated a non - profit corporation under the laws of the State of Illinois, to be called the 1461 N. Paulina Residential Development or a name similar thereto, and upon the formation of such Association: (a) every owner of a unit of said real estate shall become a member therein; (b) said membership shall be appurtenant to and inseparable from ownership of a unit; and ) each such owner, including The Owner, shall be entitled to one vote on each matter submitted to as vote of the members for each unit owned by him or it, except that where title to a unit is owned by more than one person, such co-owners, acting jointly, shall be entitled to but one vote.
2. The direction of the Association shall be vested on a Board of Directors consisting of two members, and the owners of the units shall elect them.
3. The Association, by a unanimous vote of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beatification of the project, and for the health, comfort, safety and enjoyment of the owners and occupants of said project, and the entire project shall at all times be maintained subject to such rules and regulations.
4. The Owner, in its discretion, may by an instrument in writing, in the form of an assignment, vest the Association with the rights, privileges and powers herein retained by the Owner, and said assignment shall be recorded with the Recorder of Deed of Cook County Illinois.
5. All units in the development shall be subject to a monthly maintenance charge, at the rate to be determined by the members of the Board, for the purpose of creating a fund in the name of the association for use in the payment on association charges and common expenses. The aforesaid charges or assessments shall be paid by the respective owners of the units monthly. Any charges or assessments not paid when due shall be delinquent and

shall be a lien upon the property. If an owner is in default in the monthly payments for thirty days the Association may bring a proceedings to collect the same or may foreclose the assessment lien against the subject property, and there shall be added to the amount due the costs of said suit, together with legal interest and attorneys fees.

The assessment lien provided for herein shall be subordinate to the lien of any first or second mortgage. A sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to a mortgage foreclosure, any Deed in lieu of foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessment thereafter becoming due or from the lien thereof.

6. Until such time as the association, provided for in this article, is formed, the Owner may assess each owner a maintenance fee.
7. In the event the directors of the association consider the funds of the association sufficient to fulfill its purpose, they may from time to time forbear the collection of the assessments for any one or more months; however, any such forbearance of assessments shall not become cumulative.

## ARTICLE II - Party Walls

1. Any wall constructed of brick, concrete, or other material along the boundary or boundaries of any lot or portion thereof separately conveyed from the premises above described which is constructed so that a portion of the thickness of such wall shall rest on each of the two contiguous adjoining parcels, shall be a party wall for the purposes of this agreement. Each part wall shall be used as a dividing wall between the units it separates and shall be used by each of the adjoining owners equally for exterior wall purposes.
2. In the event it shall become necessary to repair or rebuild any portion of any party wall, the expense of such repair or rebuilding shall be borne equally by the owners of the units adjacent to such part wall.
3. The easements or cross easements hereby created shall not terminate in the event any party wall has been destroyed by fire or other cause, in which event either owner of the unit adjacent to such wall, who shall have rebuilt the same, shall be entitled to receive from the owner of the other adjacent unit reimbursement for one half the costs of said rebuilding.
4. When ever any party wall, or portion thereof, shall be repaired or rebuilt, it shall be erected on the same line and to be of the same size and same or similar materials and of like quality as the present wall , and it shall in all respects conform to the laws and ordinances regulating the construction of buildings in force at the time.

## ARTICLE III - Sidewalks

1. All main sidewalks on the project are hereby declared to be common sidewalks and shall be used by the owners or occupants of the units and their invites for the purposes of ingress and egress.
2. In the event it shall become necessary to repair or rebuild any portion of the main sidewalks, the expense of such repairing or rebuilding shall be borne equally by the owners of all the units.

## ARTICLE IV - Use of the Premises

1. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes.
2. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property. No "For Sale" signs, advertising or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Association. The right is reserved by the Grantor and the Developer or their agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the common Elements, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee. Until all the Units are sold and conveyed, the Grantor and the Developer shall be entitled to access, ingress and egress, to the Property as they shall deem necessary in connection with the sale of, or work in, the Building or any Unit.
3. No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit, except that household pets may be kept in Units subject to rules and regulations adopted by the Association, provided that household pets are not kept, bred, or maintained for an commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon ten (10) days' written notice from the Association.
4. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Units Owners or occupants.

5. This Paragraph shall not be construed to prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his Unit.

## ARTICLE V - Easements

1. 1461n. Paulina, LLC, hereby Grants and Conveys an easement over the following described property :

The south 4 feet of Lot 30 in Block 5 in McReynolds subdivision of part of the East ½ of the Northeast 1/4 of Section 6, Township 36 North, Range 14 East of the third principal Meridian, in Cook County, Illinois.

Said easement is hereby declared an easement for ingress and egress for pedestrian use only, for the benefit of, and as an easement appurtenant to and run with the land of the following describes four parcels of real estate.

### Parcel 1

That part of lot 30 lying West of a line drawn from a point on the North line of said lot which is 38.53 feet East of the Northwest corner of said lot, to a point on the South line of said lot which is 38.48 feet East of the southwest corner thereof, in block 5 in McReynolds subdivision of part of the East ½ of the Northeast 1/4 of Section 6, Township 36 North, Range 14 East of the third principal Meridian, in Cook County, Illinois.

### Parcel 2

That part of lot 30 lying West of a line drawn from a point on the North line of said lot which is 38.53 feet East of the Northwest corner of said lot, to a point on the South line of said lot which is 38.48 feet East of the southwest corner thereof and which lies West of a line drawn from a point on the north line of said lot which is 78.18 feet east of the Northwest corner thereof to a point on the south line of said lot which is 77.94 feet east of the Southwest corner thereof, in block 5 in McReynolds subdivision of part of the East ½ of the Northeast 1/4 of Section 6, Township 36 North, Range 14 East of the third principal Meridian, in Cook County, Illinois.

### Parcel 3

The North 10.25 feet of that part of lot 30 lying East of a line drawn from a point

on the North line of said lot which is 77.94 feet East of the Northwest corner of said lot, to a point on the South line of said lot which is 77.94 feet East of the southwest corner thereof, in block 5 in McReynolds subdivision of part of the East ½ of the Northeast 1/4 of Section 6, Township 36 North, Range 14 East of the third principal Meridian, in Cook County, Illinois.

Parcel 4

That part of lot 30 ( except the North 10.25 feet thereof)of lying East of a line drawn from a point on the North line of said lot which is 77.94 feet East of the Northwest corner of said lot, to a point on the South line of said lot which is 77.94 feet East of the southwest corner thereof, in block 5 in McReynolds subdivision of part of the East ½ of the Northeast 1/4 of Section 6, Township 36 North, Range 14 East of the third principal Meridian, in Cook County, Illinois.

2. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits wires and equipment over, under, along and on any part of any of the Units, as they exist on the date of the recording hereof.
3. All easements and rights described herein are easements appurtenant, running with the Parcel, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said Parcel, or any part or portion thereof.
4. 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 Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustee of such parcel as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE VI - General Provisions

1. Each grantee of the Owner, by acceptance of a Deed of Conveyance, or such purchaser under Articles of Agreement for Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction, rights, and powers of the Owner and the Association, created or reserved by this agreement, and all easements, rights, benefit 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 inure to the benefit of such owners as though the provisions of this Declaration were recited and stipulated in each and every deed of conveyance.

- 2. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof regardless of the number of breaches or violations.
- 3. The invalidity of any restriction hereby imposed, or any provision hereof, or any part thereof, shall not impair or effect the validity, enforcement or effect of the other provisions of the declaration.
- 4. This Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by unanimous approval of all of the Unit Owners and each mortgagee having a bona fide lien of record against any Unit.
- 5. In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated or sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or the title of such real estate.

IN WITNESS WHEREOF, the said 1461 N. Paulina, LLC., has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents on the day and year first above written.

1461 N. Paulina, LLC.

By: S Systems

Its Manager

By: John Cough

Its Manager



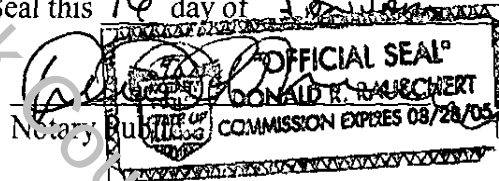
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STATE OF ILLINOIS)  
  )SS  
COUNTY OF COOK )

I, Donald R. Baurchert, a Notary Public in and for said County and State, do hereby certify that Greg Matsoo and John Engler, managers of 1461 N. Paulina, LLC, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledge that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said 1461 N. Paulina, LLC..

GIVEN under my hand and Notary Seal this 14 day of January, 2023.



PROPOSED COOK COUNTY CLERK'S OFFICE