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Prepared By:

Farano, Wallace & Doherty
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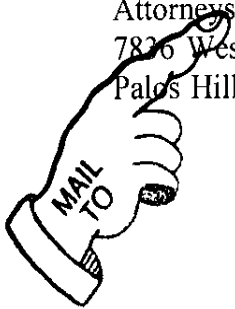
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Record and Mail To:

Farano, Wallace & Doherty
Attorneys at Law
7836 West 103rd Street
Palos Hills, IL 60465



(For Recorders Use Only)

Recording the following **DECLARATIONS OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR PALOS POINT TOWNHOME ASSOCIATION**

Handwritten signature/initials

UNDERLYING LEGAL DESCRIPTION OF PROPERTY

P.N.T.N.

LOT 12 IN FRANK DELUGAH'S 80TH AVENUE ACRES, A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1944, AS DOCUMENT NUMBER 13281816 IN COOK COUNTY, ILLINOIS.

Commonly Known As: 10455 South Roberts Road, Palos Hills, IL 60465

P.I.N.: 23-13-102-012-0000

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DECLARATIONS OF EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

PALOS POINT TOWNHOME ASSOCIATION

THIS DECLARATION (The "Declaration") is made and entered into this 21st day of February, 2000, by JOHN FARANO, SR., JOHN FARANO, JR., TERRENCE J. WALLACE and KHALID AHMED.

WHEREAS, the Declarant is the owner in fee simple of certain Property (defined below) in Palos Hills, Cook County, Illinois; and

WHEREAS, the Declarant desires to provide for the preservation of the value and the harmonious, beneficial and proper use of the Property and, to this end, the Declarant desires to subject the Property to the rights, easements, covenants, restrictions and charges hereinafter set forth; and

WHEREAS, the Declarant intends that the several owners of the Property, their successors and assigns, and their mortgagees, guests, and invitees shall at all times enjoy the benefit of, and the several owners of and all persons hereafter acquiring an interest in the Property hold their interests subject to, the terms of this Declaration, all of which are established for the purposes of enhancing and perfecting the value, desirability and attractiveness of such Property.

NOW, THEREFORE, the Declarant hereby declares that the Property shall be held, conveyed, occupied, and encumbered subject to the rights, easements, covenants, restrictions and charges hereinafter set forth, each and all of which shall, with respect to the Property, attach to and constitute covenants running with the land.

1. **Definitions.** The following terms shall have the following meaning:

(a) **Alteration.** Any change in the exterior appearance

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of any Improvement, or in the grading or drainage pattern of any Parcel

- (b) Building. Four (4) residential townhome buildings located on the Property and consisting of four (4) units each.
- (c) City. The City of Palos Hills and its successors and assigns.
- (d) Declaration. This instrument as amended from time to time.
- (e) Developer. FARANO, WALLACE and AHMED PARTNERSHIP, or such other persons or entities as the FARANO, WALLACE and AHMED PARTNERSHIP may designate from time to time.
- (f) Improvement. (i) Any permanent structure located on or attached to the Property that is erected by the Declarant at any time or erected by any Parcel Owner after the date hereof and for which the City requires the issuance of a building permit; and (ii) any ancillary facilities such as sheds, decks, parking areas, driveways, curbs and sidewalks.
- (g) Majority. More than 50% (by Percentage Interest) of the Parcel Owners voting on or approving a particular matter. Any specified percentage of the Parcel Owners required herein shall be determined based on the Percentage Interests of the Parcel Owners in the aggregate.
- (h) Occupant. A person or persons, other than a Parcel Owner, in possession of a Unit.
- (i) Parcel. Each individual parcel of real estate legally described on Exhibit "A" attached hereto, which shall include the Unit constructed or to be constructed by Declarant thereon and any other Improvements located or to be located thereon.
- (j) Additional Parcel. The parcels or tracts of real

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estate, or any part thereof, that adjoin any of the parcels set forth in Exhibit "A".

- (k) Parcel Owner. The person or persons whose estate or interests, individually or collectively, aggregate fee simple ownership of Parcel (without reference to the interest of lienholders of tenants for terms of years or otherwise).
- (l) Percentage Interest. The interest assigned to each Parcel for voting and approval purposes. The aggregate number of votes shall be the same as the number of Units and shall be allocated on a one vote per Unit basis.
- (m) Person. A natural person, corporation, partnership, DECLARANTS or other entity capable of holding title to real property.
- (n) Property. The real estate legally described on Exhibit "A" attached hereto, consisting of the Parcels, including all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Parcel Owners.
- (o) Recorder. The Office of the Recorder of Deeds of Cook County, Illinois.
- (p) Unit. An attached residential housing unit, including an attached garage, located on a Parcel and intended for use exclusively as residential living quarters.

2. Easements.

(a) Declarant, as the fee simple title holder of the Property, expressly intends to, and by recording this declaration does hereby, subject the Property to the provisions of this declaration. All rights, easements, covenants, restrictions and charges that are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant,

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running with the land, and shall inure to the benefit of, burden and be binding upon the Declarant, its successors and assigns, and upon any owner, purchaser, mortgagee, or other Person having an interest in this Property, or any part thereof.

(b) The rights, easements, covenants, restrictions and charges that are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of the recording of this Declaration. Failure by any Parcel Owner to so enforce shall in no event be deemed a waiver of the right to do so thereafter. After the expiration of said 40 year period, all of such rights, easements, covenants, restrictions and charges shall continue to run with and bind the Property for successive periods of ten (10) years each unless revoked, changed or amended, in whole or in part, by an instrument in writing that is executed by a Majority of the Parcel Owners and that is recorded with the Recorder.

(c) Each Parcel Owner is hereby granted the following perpetual nonexclusive easements for support and use if and to the extent required by reason of the design or construction of the Unit located on the Parcel owned by such Parcel Owner; (i) in and to all foundations, footing, structural members and supporting components of and for the Unit owned by such Parcel Owner that are located on any adjoining Parcel that is not owned by such parcel Owner; and (ii) in and to each exterior wall of any for the Unit owned by such Parcel Owners that is located on and adjoining Parcel that is not owned by such Parcel Owner.

(d) In the event that (i) by reason of design, construction, location, repair, settlement, shifting or movement, any Improvement, as originally constructed by the Declarant on any Parcel, overhangs or otherwise encroaches or shall hereafter encroach upon any other Parcel, or (ii) by reason of the design or construction of utility, ventilation, and exhaust systems, as originally constructed by the Declarant, any mains, pipes, ducts or conduits servicing any Parcel or Parcels, encroach or shall hereafter encroach upon any part of any other Parcel, then, in any such case, perpetual easements for the maintenance of such encroachment, together with the right to enter upon such other Parcel, to maintain, repair, and replace such encroachment are hereby established and shall exist for the benefit of such Parcel, so long as such Improvement shall remain standing, provided, however, that if any such Improvements shall remain standing, provided, that is any such Improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachments may be reestablished and the easements herein granted for the maintenance, repair and replacements thereof shall continue in force.

(e) The City, Ameritech, Commonwealth Edison, Peoples Gas and all other suppliers of utilities (including any utility company providing cable, micro-wave or other satellite television service) and their respective successors and assigns, serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, including housings for such equipment, into, over, under, on and through such

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portions of the Property designated in a grant of easement made pursuant to this declaration which Declarant may from time to time cause to be recorded with the Recorder, for the purpose of providing utility services to the Property. Every Parcel Owner is also hereby granted an easement of ingress and egress over and upon any other Parcel for any and all purposes arising out of the construction, installation, repair, maintenance, replacement and inspection of utilities servicing such Parcel Owner's Parcel and the Improvements located thereon.

(f) Each Parcel Owner is hereby granted the following perpetual nonexclusive easements: (i) for access on, over and across any other Parcel at reasonable times and locations to effectuate repairs and improvements by a Parcel Owner and his contractors and agents to the Improvements located on his Parcel; and (ii) for emergency access and egress on, over and across the roofs, balconies, exterior stairways and other exterior portions of another Unit in the event of an imminent threat to personal safety. The easements hereinabove granted in this subsections shall benefit the Parcel Owners and other occupants, from time to time, of the Parcels and their respective guests and invitees.

(g) Each Parcel Owner is hereby granted a perpetual non-exclusive easement for ingress and egress in, over, and upon that part of the property esignated as common area and further described as Exhibit "B".

3. Restrictions on Improvements and Alterations.

(a) Except for Improvements and Alterations heretofore or hereafter constructed or placed upon, or made to, the Property by the Declarant, no Improvement shall be constructed or placed on any Parcel, nor shall any Alterations be made, by a Parcel Owner without, in each case, the prior written approval of a Majority of the other parcel Owners (the "Remaining Parcel Owners"). The Remaining Parcel Owners may require, as a condition for their approval, compliance with such reasonable conditions as they may determine are appropriate to insure that the proposed Improvements or Alterations are reasonably compatible with the appearance and quality of the theretofore approved Improvements, do not detrimentally affect any other Parcel Owner, and will be performed with high quality standards of design and construction. If, within thirty (30) days after a Parcel Owner's request for the approval of the Improvements or Alteration (the "Requesting Parcel Owner"), any Remaining Parcel Owners fails to disapprove of such request, such Remaining Parcel Owner shall be conclusively presumed to have approved the Requesting Parcel Owner's request as submitted. Any notice of disapproval from a Remaining Parcel Owner shall be given in writing and shall set forth in reasonable detail the reason for such disapproval.

(b) If, within one year from the date of approval, work on the Improvements or Alterations shall not have been substantially commenced, or if commenced, construction shall not have been substantially commenced, or if commenced, construction shall not have been prosecuted with due diligence, then, upon written notice from a Majority of the Remaining Parcel Owners, any prior approval of such work shall be deemed withdrawn without any

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further act by the Remaining Parcel Owners or any other party. In that event, the Requesting Parcel Owner shall not commence or continue, as the case may be, construction of the Improvements or Alterations without further written approval by the Remaining Parcel Owners obtained in the manner of the initial approval and the requesting Parcel Owner shall, at the option of a Majority of the Remaining Parcel Owners, restore the Parcel, at the Requesting Parcel Owner's sole cost and expense, to a condition similar to such Parcel's condition prior to such approval.

Construction of an Alteration or Improvement shall be completed within two years after the initial approval by a Majority of the Remaining Parcel Owners. To the extent that commencement or completion is rendered impossible or would result in great hardship due to strikes, casualty, shortage of material, national emergencies, or forces beyond the control of the Requesting Parcel Owner, the commencement or completion date, as the case may be, shall be extended by the Remaining Parcel Owners for a period corresponding to the duration of such delay-causing event.

4. Maintenance of the Parcels and Units.

(a) Each Parcel Owner at his sole cost and expense, shall maintain, repair and replace the Improvements located on his Parcel, keeping the same sightly and in good condition and repair. Without limiting the generality of the foregoing, each Parcel Owner shall (i) maintain, repair and replace the exterior portions of his/her Unit, including by way of example and not limitation, the roof, downspouts, gutters, trim, lighting, shutters, screens, windows, doors, walks, driveways, stairways, patios, balconies and overhead garage doors; (ii) maintain the landscaping on his Parcel; and (iii) repair and replace the exterior walls of his Unit, including, but not limited to tuckpointing brick areas (and maintaining siding). Such maintenance, repairs and replacements shall be made when reasonably necessary in order to maintain the Property as a first-class residential development.

(b) Each Parcel Owner, at his/her sole cost and expense, shall be responsible for painting and/or staining (as necessitate by the type of material) of the exterior of his/her Unit at least once every six (6) years in a color scheme agreed upon by a majority of the Parcel Owners. If no such agreement is reached, the prevailing color scheme shall again be used.

(c) If, due to the negligent or willful act or omission of a Parcel Owner or his occupant, invitee, guest or pet, damage shall be caused to any portion of the Property, such Parcel Owner shall be responsible, at his/her sole expense, to promptly repair any such damage caused to the Property.

5. Homeowners Association.

Association of Parcel Owners and Administration and Operation of the Property. DECLARANTS, upon the transfer of title to sixteen (16) or more Units, shall cause to be incorporated an Illinois not-for-profit corporation to be called the **PALOS POINT**

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TOWNHOME ASSOCIATION, one of the purposes of which will be to hold title to that portion of the property designated as common area as further described in Exhibit "B" upon conveyance of same by the DECLARANTS. The proposed Articles of Incorporation are attached hereto as Exhibit "C". The Association shall be the governing body for all of the Parcel Owners for the maintenance, repair, replacement, administration and operation of the Property. The Association shall not be deemed to be conducting a business of any kind and all funds received by the Association shall be held and applied by it in trust for the use and benefit of Parcel Owners. Each Parcel Owner shall be a member of the Association so long as he/she shall be a Parcel Owner. Upon the transfer of a Parcel Owner's ownership interest in a Parcel, his membership shall automatically terminate when he ceases to be a Parcel Owner. Upon the transfer of a Parcel Owner's ownership interest to a new Parcel Owner, the new Parcel Owner shall simultaneously succeed to the former parcel Owner's membership in the Association. The aggregate number of votes for all members shall be divided among the respective Parcel Owners on the basis of one vote per Unit. The person designated by DECLARANTS shall be the voting member with respect to any Unit owned by DECLARANTS. The Association shall have only one class of membership. The first regular annual meeting of the voting members shall be held upon ten (10) days written notice given by DECLARANTS. Thereafter, there shall be an annual meeting of the voting members at such reasonable time and date as may be designated by written notice of the Board delivered to the voting members.

6. **Declarant's Rights.**

(a) In addition to any rights or powers reserved in this Declaration, the Declarant shall have the rights and powers set forth in this Section. In the event of a conflict between the provisions of this Section and any other provisions of this Declaration, the provisions of this Section shall govern. Except as otherwise provided in this Section, the Declarant's rights under this Section shall terminate at such time as the Declarant is no longer vested with or controls title to any portion of the Property. This Section may not be amended unless written consent is obtained from Declarant.

(b) Notwithstanding anything to the contrary contained herein, the Declarant and its agents shall have the right, in its discretion, to maintain on the Property Model Improvements, sales, management, and/or administrative offices (which may be located in an Improvement), displays, signs and other forms of advertising and, to the extent not prohibited by law, to come upon any portion of the Property for the purpose of showing unsold Units to prospective purchasers or lessees thereof, all without the payment of any fee or charge whatsoever. The Declarant, its agents and contractors, shall have the right to come upon the Property, to construct Improvements thereon and to make alterations, repairs or improvements to the Property and shall have the right to store equipment and materials used in connection with such work on the Property without payment of any fee or charge whatsoever, provided that such right does not unreasonably interfere with the use by a Parcel Owner of his Unit or access thereto.

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(c) The Declarant hereby reserves the right to: (i) dedicate walks, drives, open space and water rights to any governmental authority and to make such other dedications as may be required to implement the ordinances of any governmental authority from time to time applicable to the Property and to the public improvements therein; and (ii) dedicate any portion of the Property to any public or quasi-public utility or to any governmental authority for the location of utilities serving any portion of the Property; (iii) reserve or grant easements in, on, over, under, to and across the Property or any portion thereof for ingress and egress to and for the installation, construction and maintenance of any and all utilities and for other purposes deemed reasonably necessary or desirable by the Declarant; and (iv) record plat(s) of subdivision and resubdivision of the Property or file a tax division petition for the property, and any amendments thereto. Any rights hereby reserved to the Declarant may be assigned and transferred by the Declarant to any successor developer by an instrument in writing executed by the Declarant and recorded with the Recorder, following which the rights so assigned and transferred shall be exercised by such successor developer. Each Parcel Owner hereby grants to the Declarant, and its successor and assigns, an irrevocable power of attorney to execute, acknowledge, file, register and record such instruments as may be desirable or necessary to effectuate the provision of this subsection.

(d) Subject to the provisions contained herein, DECLARANTS hereby reserves the right, from time to time, within ten (10) years of the date of recording of this Declaration, to annex and add to the Parcels and Property, without notice thereof to any Unit Owner, any Additional Parcel shall attached to any Unit, except to that portion of the Additional Parcel described in an amended and recorded form of this Declaration (an "Amended Declaration") annexing and adding such portion of the Additional Parcel to the Parcel and Property.

DECLARANTS reserves the power to amend the legal description in Exhibit "A" hereto. The acceptance of each deed, mortgage, or other instrument with respect to a Unit shall be deemed an acknowledgement of and consent to such power.

DECLARANTS may agree by a recorded document to terminate its rights under this Paragraph at any time before the expiration of ten (10) years from the date of recording of this Declaration.

The reallocation of Percentage Interests and adjustments to voting rights in any Amended Declaration shall be computed on the basis of one vote per Unit, regardless of the aggregate number of units.

The order in which any portions of the Additional Parcel are added to the Parcels and Property, the boundaries of the portions and the location of improvements on any Additional Parcel are to be determined in DECLARANTS's discretion.

(e) Declarant reserves the right to create and record By-Law of the Homeowners' Association.

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7. Covenants and Restrictions as to Use and Occupancy. The Parcels and Improvements thereon shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing, parking and related common purposes for which the Property was designed. Except as specifically permitted by local law, each Unit shall be used as a residence for a single family dwelling and for no other purposes. No Improvement of a temporary character, trailer, tent, shack, shed, greenhouse, solarium or other outbuilding shall be erected on any Parcel, either temporarily or permanently. Any use of a Parcel by a Parcel Owner or occupant shall not endanger the health or disturb the reasonable enjoyment of any other Parcel Owner or occupant.

(b) No boats, mobile homes, buses, campers, trailers, trucks or any other vehicles shall be parked or stored on any Parcel (except inside the garage of a Unit). The foregoing restriction shall not apply to any trucks or other vehicles owned by the Declarant, its contractors, subcontractors, material suppliers, agents and employees that may be parked on any portion of the Parcel during the construction and marketing of the Property or necessary to maintain the Property. No maintenance, repair or body work of any motorized vehicles shall be permitted anywhere on the Property; provided, however, that a Parcel Owner shall be permitted to perform such maintenance, repair or body work on vehicles owned by such Parcel Owner solely within the confines of the garage of his or her Unit.

(c) There shall be no obstruction of the driveways or other portions of the Property, nor shall ready access to a garage or entrance to any Unit be obstructed or impeded in any manner.

(d) No Parcel Owner shall permit anything to be done to his Parcel or Unit, or kept on his Parcel or in or on his Unit, which would be in violation of any law nor shall any waste be committed to the Property.

(e) No animals of any kind shall be raised, bred, or kept in any Unit except dogs, cats or other usual household pets, provided they are not kept, bred or maintained for any commercial purpose; and provide further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Unit upon thirty (30) days' written notice from all of the other Parcel Owners. Pets shall be leashed at all times when outside any Unit and no pet shall be permitted to defecate on any Parcel. Any pet excrement shall be immediately removed from public or private Property by the pet's owner.

(f) A Parcel Owner (and his occupants) shall do no act nor allow any condition to exist that shall adversely affect the other Parcels or Parcel Owners. No nuisance, noxious or offensive activity shall be conducted on any Parcel nor shall anything be done therein or thereon, either willfully or negligently, that may be or become an annoyance or a nuisance to other Parcel Owners or occupants.

(g) No industry, business, trade, occupation or profession of any kind, commercial,

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religious, charitable, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any Parcel; provided, however, none of the foregoing restrictions shall be construed in such a manner as to prohibit a Parcel Owner from: (i) maintaining his personal professional library therein; (ii) keeping his personal business records or accounts therein; or (iii) handling his personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said paragraphs.

(h) No signs, banners, billboards or other display, or advertising device of any character (other than "For Sale" or "For Rent" signs) shall be maintained or permitted on any part of the Property.

(i) All rubbish, trash or garbage shall be kept so as not to be seen from neighboring Parcels and streets, and shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Garbage may not be burned on the Property.

(j) No clotheslines, clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of a Unit.

(k) No Parcel Owner shall alter the grading of his Parcel from the grading originally installed by the Declarant. No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Property.

(l) Except as otherwise provided by law, the operation of "ham" or other amateur radio stations or the erection of any communication antenna, receiving dish or similar device (except as heretofore or hereafter installed by Declarant) shall not be allowed without the prior written consent of a Majority of the other Parcel Owners. No shortwave radio or other type of radio transmitter shall be permitted in or about any Parcel that may interfere with the radio or television reception in any Unit. No Parcel Owner shall at any time install recessed speakers in common walls of any Unit. In addition, the Parcel Owner shall be responsible for the addition of any soundproofing in its Unit should it become necessary to prevent sound from audio equipment from being transmitted into adjoining Units.

(m) With the exceptions of machinery, equipment, building materials and supplies and similar items that the Declarant, the Developer, its agents and contractors, may store or permit to be stored upon any Parcel owned by the Declarant during construction and marketing of the Units, no machinery, equipment, building materials and supplies or similar items may be stored, kept or maintained on any part of a Unit unless it is related to an Alteration or Improvement approved by the other Parcel Owners pursuant to Section 3 hereof. No basketball poles or nets shall be permitted on the exterior of any Unit or anywhere on the Parcel. No statuary, sculpture or other objects purporting to be artistic in nature shall be located outside of or on a Unit without the prior written approval of all of the other Parcel Owners.

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(n) All exterior lighting on a Parcel (other than as originally installed by the Declarant) shall be subject to the approval of a Majority of the other Parcel Owners; provided, however, that seasonal lighting shall not require any approval from the other Parcel Owners. All seasonal lighting and decorating shall be removed no later than thirty (30) days after the last day of the holiday to which they relate.

(o) No wall sleeve or window air conditioning unit shall be installed in any Unit.

8. Insurance.

(a) Each Parcel Owner shall maintain in full force and effect, with a reputable company licensed to conduct business in the State of Illinois, a policy of insurance covering his Parcel and the Improvements thereon and the personal property therein against loss or damage by fire and against loss or damage by occurrences now or hereafter embraced by an "all-risk" policy in the amount of one hundred percent (100%) of the full insurable replacement cost thereof. In addition, each Parcel Owner shall maintain personal liability insurance covering bodily injury and property damage with limits of coverage not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit bodily injury and property damage for each occurrence. Each Parcel Owner shall deliver to the other Parcel Owners, upon their request, a certificate of insurance confirming that such insurance is in effect and a certificate for all renewals thereof. In the event that any Parcel Owner shall fail to maintain the insurance required herein (the "Defaulting Party") any of the other Parcel Owners (the "Non-Defaulting Party") shall have the right, but not the obligation, to obtain such insurance in the name of the Defaulting Party (the "Insurance Option") and to charge the Defaulting Party for the costs of the insurance premiums relating to the Defaulting Party's Parcel (as evidenced by a copy of the bill therefor).

(b) In the event of any damage to a Unit by fire or other casualty, the Parcel Owner thereof shall repair, restore and rebuild the portion of his Unit so damaged or destroyed to its condition, as near as possible, immediately preceding such fire or other casualty and as promptly as possible, but in all events within 120 days after the occurrence of such casualty, unless prevented from doing so by inclement weather or other causes beyond such Parcel Owner's reasonable control, in which event reconstruction shall be completed within 180 days after the occurrence of such casualty. Should such Parcel Owner fail to reconstruct his damaged Unit as aforesaid (the "Defaulting Party"), any of the other Parcel Owners (the "Non-Defaulting Party") shall have the right, but not the obligation, to undertake to perform such construction on the damaged Unit as deemed necessary to place it into the required condition (the "Construction Option") and to charge the Defaulting Party for the costs thereof (as evidenced by copies of bills relating to such construction costs).

(c) In the event that the Non-Defaulting Party shall exercise the Insurance Option or the Construction Option and pay the insurance premium or construction costs, respectively, on behalf of the Defaulting Party ("Delinquent Payment"), (i) the Delinquent Payment shall be considered a "loan" from the Non-Defaulting Party to the Defaulting Party, and shall accrue

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interest from the date of the actual payment by the Non-Defaulting Party, at the Default Rate (as defined in Section 11 hereof), and (ii) the Defaulting Party, upon receipt of notice of the payment made by the Non-Defaulting Party, shall promptly reimburse the Non-Defaulting Party for the amount of the Delinquent Payment plus the interest accrued thereon. In the event the Defaulting Party fails or refuses to reimburse the Non-Defaulting Party for such amounts, the Non-Defaulting party shall have the rights and remedies, at law and in equity, to take whatever action necessary to collect such amounts, with the Defaulting Party being responsible for all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred by the Non-Defaulting Party in connection with the collection of such amounts.

(d) Each Parcel Owner hereby waives and releases any and all claims that he may have against any other Parcel Owner, the Declarant, the Developer and their respective employees and agents, for damage to Improvements to the Parcels, or to any personal Property located in or on the Parcels, caused by fire or other casualty, to the extent that such damage is or would be covered by fire or other form of casualty insurance required herein, and to the extent this release is allowed by policies for such fire or other casualty insurance.

9. Party Walls.

(a) Each wall and fence that is built as a part of the original construction of the Improvements upon the Property (or as reconstructed following a fire or other casualty) that is located on the dividing line between the Parcels shall constitute a party wall for which an easement is granted in Section 2(c) of this Declaration. To the extent not inconsistent with the provisions of the Declaration, the general rules of law regarding party walls, support easements and of liability for Property damage due to negligence or willful acts or omissions shall apply to each wall and fence that is not located entirely on a Parcel.

(b) The cost of reasonable repair, maintenance, and replacements of a party wall and fence that is not located entirely on a Parcel shall be shared equally by the Parcel Owners who make use thereof, except that the entire cost of repairing damage caused by the negligence or willful act or omission of one Parcel Owner shall be paid for by that Parcel Owner.

(c) If a party wall or fence is destroyed or damaged by fire or other casualty, any Parcel Owner who is entitled to use the same may restore it, and the other Parcel Owner who is entitled to use the same shall contribute to the cost of restoration thereof equally, but, without prejudice, to the right of any such Parcel Owner to call for a larger contribution from the other Parcel Owner under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provisions of this Section, a Parcel Owner who by negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against damage by such elements.

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(e) The right of any Parcel Owner to contribution for any other Parcel Owner under this Section shall be appurtenant to the land and shall pass to such Parcel Owner's successors in title.

10. Lease of Units.

(a) Any lease agreement between a Parcel Owner and a lessee relating to a Unit (or portion thereof) shall be in writing, shall be for a term of not less than six (6) months, and shall provide that the terms of such lease are subject in all respects to the provisions of this Declaration and that failure by the lessee to comply with the terms of this Declaration shall be a default under the lease. The Parcel Owner making any such lease shall not be relieved thereby from any of his obligations under this Declaration. Other than the foregoing, there is no restriction on the right of any Parcel Owner, including the Declarant, to lease any Unit it owns.

(b) Any lease or sublease that is attempted or made other than in strict compliance with the provisions of this section shall be subject to the rights and remedies available to the Declarant or the Parcel Owners, as the case may be, under this Declaration or otherwise, including without limitation, the right to institute proceedings at law or in equity to set aside the non-complying lease by the Parcel Owner of the Unit in question. All costs incurred by reason of setting aside the non-complying lease together with attorneys' fees, shall be the personal obligation of the Parcel Owner of the Unit in question.

11. Remedies.

(a) In the event of a violation or breach by a Parcel Owner (either by his own conduct or by the conduct of any other resident or occupant of his Unit) of the provisions, covenants or restrictions of this Declaration, any of the other Parcel Owners shall have the right, in addition to any of the remedies otherwise stated herein, to enjoin, abate or remedy by appropriate legal proceedings the continuance of any such violation or breach.

(b) All expenses incurred by a Parcel Owner in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, together with interest thereon at the Default Rate until paid, shall be payable by such defaulting Parcel Owner. Failure by any of the Parcel Owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, no matter how many violations or breaches may occur. For the purposes of this declaration, "Default Rate" means the lesser of an annual rate of interest equal to: (i) the "prime rate" of interest from time to time in effect at LaSalle National Bank or its successors plus three percent (3%), which Default Rate shall change when and as the "prime rate" changes, or (ii) the highest lawful rate that may be charged under the Illinois usury laws to borrowers such as the defaulting Parcel Owners.

(c) The provisions contained in this Declaration may be enforced by any

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proceeding at law or in equity by any aggrieved Parcel Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violations or the recover damages.

12. Grantees.

Each grantee of the Declarant and each subsequent Parcel Owner by the acceptance of a deed of conveyance, each purchaser under Articles of Agreement for Deed, each tenant under a lease, each devisee, donee or transferee of a Parcel or interest therein, and each mortgagee or DECLARANTS under a mortgage or trust deed, accepts the portions of the Property covered by such instrument subject to all rights, easements, covenants, restrictions and charges, and the jurisdiction, rights, and powers created in or reserved by, this Declaration, as it may at any time be amended pursuant to Section 13 hereof, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all imposition and obligations hereby imposed, shall be deemed and taken to covenants running with the land and shall bind any Person having at any time an interest or estate in any portion of the Property, and shall inure to the benefit of such owner in like manner and as though the provisions of this Declaration were recited in their entirety in each and every such instrument. At such times and to such extent as the holder of any mortgage or other security instrument in the nature of a mortgage upon any Parcel or any successor of such holder shall come into actual possession or ownership (other than as security for debt) of any Parcel or Parcels, the said holder or such successor (as the case may be) shall succeed to all the rights and obligations of the owner of such Parcel or Parcels in this Declaration expressed.

13. Amendments.

(a) All provisions of this Declaration may be amended by an instrument in writing setting forth such amendment, signed and acknowledged by at least sixty percent (60%) of the Parcel Owners, provided, however, that no amendment may be adopted that adversely affects the rights, privileges or obligations of the Declarant herein without the prior written approval of the Declarant. No provision contained in this Declaration inuring in whole or in part, to the benefit of the City shall be amended without its express written approval. All amendments shall be effective upon the recording thereof with the Recorder.

(b) Notwithstanding any provisions to the contrary, this Declaration may be amended by the Declarant at any time and from time to time in any manner prior to the conveyance by the Declarant of any Parcel. Declarant reserves the right to record a special amendment to this Declaration at any time and from time to time that amends this Declaration (i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity that performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entitles (including without limitation any bank or savings and loan

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association) to make, purchase, sell, insure or guarantee first mortgage covering the Parcels, or (iii) to correct clerical or typographical errors in this Declaration or any exhibit, supplement or amendment hereto.

14. Notices and Approvals.

Notices required or permitted to be given to any Parcel Owner may be delivered to such Parcel Owner, either personally or by certified or registered mail with proper postage prepaid, addressed to such party, at the latest known address of such Parcel Owner, and shall be effective, in the case of personal delivery, upon such delivery, and in the case of mailing, as of the date of mailing. Except as otherwise provided herein, any requests made by, or approvals or disapprovals required from, the Parcel Owners under this Declaration shall be in writing and signed by the relevant Parcel Owners; provided, however, that if any Parcel Owner fails to disapprove a request made by a Parcel Owner pursuant to the terms of this Declaration within fifteen (15) days after the date of such request, then such Parcel Owner shall be deemed to have approved of such request.

15. Severability.

If any provision of this Declaration of any section, sentence, clause, phrase or word contained herein is held invalid, the validity of the remainder of this Declaration shall not be affected thereby and shall be construed as if such invalid part was never included therein.

16. Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purposes.

17. DECLARANTSs.

In the event title to any Parcel 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 beneficiary or beneficiaries of such trust shall be liable for payment of any obligation or indebtedness chargeable or created under this Declaration against such Parcel. No claims shall be made against any such title holding DECLARANTS personally (other than to the extent of the value of the Parcel) for payment of any such obligations or indebtedness, and the DECLARANTS shall not be obligated to 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 upon the Parcel, title to which is held by the DECLARANTS, notwithstanding any transfer of the beneficial interest or title to such Parcel.

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18. Violation of Certain Rules.

If any of the options, privileges, covenants, or rights created by this Declaration should be unlawful or void for violation of (a) the rule against perpetuities or some other or analogous statutory provision, (b) the rule restricting restraint on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of John Vincent Farano son of Decanant John Farano, Jr..

IN WITNESS WHEREOF, Declarants, through its respective officers or agents, have executed this Declaration this 21st day of February, 2000.

BY: John Farano Sr.
JOHN FARANO, SR.

John Farano Jr.
JOHN FARANO, JR.

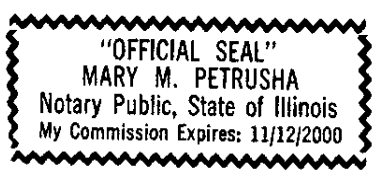
Terrence J. Wallace
TERRENCE J. WALLACE

Khalid F. Ahmed
KHALID F. AHMED

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Mary M. Petruska, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named proved 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 he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said DECLARANTS, for the uses and purposes therein set forth.

SUBSCRIBED AND SWORN TO BEFORE ME this 21st day of February, 2000.

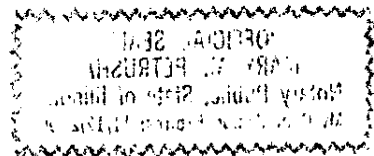


Mary M. Petruska
Notary Public

My Commission expires: 11/12/2000

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11/11/2011

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EXHIBIT "A" LEGAL DESCRIPTION

UNDERLYING LEGAL DESCRIPTION OF PROPERTY

LOT 12 IN FRANK DELUGAH'S 80TH AVENUE ACRES, A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1944, AS DOCUMENT NUMBER 13281816 IN COOK COUNTY, ILLINOIS.

Commonly Known As: 10455 South Roberts Road, Palos Hills, IL 60465

P.I.N.: 23-13-102 012-0000

PARCELS

UNIT 7902

THE WEST 30.77 FEET OF THE WEST 45.77 FEET OF THE SOUTH 63.00 FEET OF THE NORTH 78.00 FEET LOT 12 IN FRANK DELUGACH'S 80TH AVENUE ACRES, A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 7902 West 105th Street, Palos Hills, IL 60465

UNIT 7904

THE WEST 25.53 FEET OF THE EAST 71.30 FEET OF THE SOUTH 63.00 FEET OF THE NORTH 78.00 FEET LOT 12 IN FRANK DELUGACH'S 80TH AVENUE ACRES, A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 7904 West 105th Street, Palos Hills, IL 60465

UNIT 7906

THE WEST 25.52 FEET OF THE EAST 96.82 FEET OF THE SOUTH 63.00 FEET OF THE NORTH 78.00 FEET LOT 12 IN FRANK DELUGACH'S 80TH AVENUE ACRES, A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 7906 West 105th Street, Palos Hills, IL 60465

UNIT 7908

THE WEST 30.86 FEET OF THE EAST 127.68 FEET OF THE SOUTH 63.00 FEET OF THE NORTH 78.00 FEET LOT 12 IN FRANK DELUGACH'S 80TH AVENUE ACRES, A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 7908 West 105th Street, Palos Hills, IL 60465

UNIT 7910

THE WEST 30.87 FEET OF THE EAST 218.55 FEET OF THE SOUTH 63.00 FEET OF THE NORTH 78.00 FEET LOT 12 IN FRANK DELUGACH'S 80TH AVENUE ACRES, A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 7910 West 105th Street, Palos Hills, IL 60465

UNIT 7912

THE WEST 25.51 FEET OF THE EAST 244.06 FEET OF THE SOUTH 63.00 FEET OF THE NORTH 78.00 FEET LOT 12 IN FRANK DELUGACH'S 80TH AVENUE ACRES, A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 7912 West 105th Street, Palos Hills, IL 60465

UNIT 7914

THE WEST 25.56 FEET OF THE EAST 269.62 FEET OF THE SOUTH 63.00 FEET OF THE NORTH 78.00 FEET LOT 12 IN FRANK DELUGACH'S 80TH AVENUE ACRES, A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 7914 West 105th Street, Palos Hills, IL 60465

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UNIT 7916

THE WEST 30.76 FEET OF THE EAST 300.38 FEET OF THE SOUTH 63.00 FEET OF THE NORTH 78.00 FEET LOT 12 IN FRANK DELUGACH'S 80TH AVENUE ACRES, A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 7916 West 105th Street, Palos Hills, IL 60465

UNIT 7918

Commonly Known As: 7918 West 105th Street, Palos Hills, IL 60465

UNIT 7920

Commonly Known As: 7920 West 105th Street, Palos Hills, IL 60465

UNIT 7922

Commonly Known As: 7922 West 105th Street, Palos Hills, IL 60465

UNIT 7924

Commonly Known As: 7924 West 105th Street, Palos Hills, IL 60465

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UNIT 7926

Commonly Known As: 7926 West 105th Street, Palos Hills, IL 60465

UNIT 7928

Commonly Known As: 7928 West 105th Street, Palos Hills, IL 60465

UNIT 7930

Commonly Known As: 7930 West 105th Street, Palos Hills, IL 60465

UNIT 7932

Commonly Known As: 7932 West 105th Street, Palos Hills, IL 60465

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PARCELS EXHIBIT "B"

LEGAL DESCRIPTION OF COMMON AREAS

LOT 12 (EXCEPT THE WEST 112.68 FEET OF THE EAST 127.68 FEET OF THE SOUTH 63.00 FEET OF THE NORTH 78.00 FEET THEREOF AND EXCEPT THE WEST 112.70 FEET OF THE EAST 300.38 FEET OF THE SOUTH 63.00 FEET OF THE NORTH 78.00 FEET THEREOF AND EXCEPT THE WEST 114.59 FEET OF THE EAST 424.85 FEET OF THE SOUTH 63.00 FEET OF THE NORTH 78.00 FEET THEREOF AND EXCEPT THE WEST 116.38 FEET OF THE EAST 549.32 FEET OF THE SOUTH 63.00 FEET OF THE NORTH 78.00 FEET) IN FRANK DELUGACH'S 80TH AVENUE ACRES, A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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