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COVENANT AND CONDITION RUNNING WITH THE LAND

THIS INDENTURE IS MADE THIS 16TH. DAY OF DECEMBER, 1993, BY AND BETWEEN LOUIS PAPALIA AND KAREN PAPALIA, HIS WIFE, GRANTORS AND D.J. HOMESTYLE CONSTRUCTION, INC., AN ILLINOIS CORPORATION, AND ITS SUCCESSORS AND ASSIGNS.

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WITNESSETH:

Whereas, the Grantors are the owners in fee simple of real estate (hereinafter referred to as the "Dominant Parcel") adjoining real estate being conveyed to the Grantee contemporaneously herewith (hereinafter referred to as the "Servient Parcel"); and

Whereas, the parties have agreed that the Grantors have a valuable and real interest in maintaining the use, occupancy and type of improvements to be constructed on Servient Parcel; and

Whereas, the parties have agreed that the covenants and conditions set forth herein are to be binding on the Grantee, its successors and assigns and to run with and be a burden upon the Servient Parcel.

Now, Therefor, in consideration of the sum of Ten & no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties hereto agree that the Grantors and their respective representatives, successors and assigns have a valuable, protectable, and vested interest in the property being conveyed in that the adjacent parcel is their primary residence. The Grantors desire to assure that the real estate being conveyed is used solely for residential purposes and to assure that the market value of their property is not diminished in any way, to retain approval over the type of residence and other improvements constructed on the Servient Parcel.

2. The Grantors and their assigns and successors shall have the authority and standing to enforce in any court of competent jurisdiction the provisions of this covenant running with the land. In this regard, it is hereby acknowledged and agreed that any potential violation of said covenants will cause irreparable harm and damage which will not be compensable solely by money damages, and, therefore, the Grantors or their successors shall be entitled to immediate temporary and/or permanent injunctive relief without the necessity of posting bond, in addition to all other remedies they may have at law or in equity. In the event that the Grantors are required to retain legal counsel to enforce the provisions hereof, the grantor shall be entitled to recover all reasonable legal fees and related costs in addition to all other remedies.

2. The Servient Parcel shall be used solely as and for a

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single family residence and not for any commercial purposes whatsoever and no advertising signs or billboards of any type shall be erected thereon. In addition, no unlawful activity of any type shall be carried on or maintained on the Servient Parcel. Any residence proposed to be constructed shall contain a minimum of three thousand square feet of living space (excluding basements, attics and garages) and the exterior shall be constructed primarily of brick of a neutral color and be of a georgian style.

3. All structures constructed on any portion of the Servient Parcel shall be designed by and built in accordance with the plans and specifications of a licensed architect and shall be so situated on said parcel so as not to violate any set back, side or back yard restrictions and in no event shall any such structure or improvement be constructed less than 5 feet from any lot line. In this regard, all plans and specifications, together with a site plan showing the proposed position of the improvements on the real estate, shall be submitted to the grantor at least twenty (20) business days prior to the commencement of construction of such improvements. Said plans shall be delivered to the grantors personally and a written dated receipt therefor obtain.

4. The Grantors shall have the sole right and authority to approve or reject said plans within said twenty business day period if the proposed residence does not meet the specifications set forth above. All other proposed improvements shall be subject to the Grantors' approval within said period. In the event that the Grantors do not approve the proposed plans, written notice of same shall be delivered and sent to the grantee, certified mail postage prepaid return receipt requested, on or before the expiration of said approval period. Mailing in conformity with this provision shall be conclusive proof of delivery. All new or amended plans shall thereafter be submitted in accordance with the terms hereof and shall be subject to the Grantors' approval rights as set forth herein.

5. The legal description of the real estate comprising the Servient Parcel upon which these covenants, conditions and restrictions shall run and be binding is as follows:

Lot 2 in Chris-Nicole Resubdivision of the Northeasterly 1/4 of Lot 872 as measured on the front and rear lines thereof, 873 and 874 in Block 12 in the Third Division of Riverside in Section 36, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded March 19, 1992 as Document No. 92179217 in Cook County, Illinois.

and shall be for the benefit of the Dominant Parcel, legally described as follows:

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Lot 1 in Chris-Nicole Resubdivision of the Northeasterly 1/4 of Lot 872 as measured on the front and rear lines thereof, 873 and 874 in Block 12 in the Third Division of Riverside in Section 36, Township 39 North, Range 12 East of the Third Meridian, in Cook County, Illinois, according to the Plat thereof recorded March 19, 1992 as Document No. 92179217 in Cook County, Illinois.

6. Said covenants, conditions and restrictions shall run with the land and be binding upon the successors and assigns of the Grantee and for the benefit of the Grantor and their successors and assigns.

7. The address and Permanent Index Number of the Servient Parcel is: 131 Longcommon, Riverside, Illinois. 15-36-107-001 and 15-36-107-021.

8. the address and Permanent Index Number of the Dominant Parcel is: 135 Longcommon, Riverside, Illinois. 15-36-107-021 and 15-36-107-001.

9. This instrument was prepared by ^{4 mult to:} Steven B. Nagler, 327 S. LaSalle Street, Chicago, Illinois.

In witness whereof, the parties have executed this agreement as of the first day and date set forth above.

Grantors:

Grantee:

[Signature]
Louis Papalia

[Signature]
P.J. Homestyle Construction, Inc., an Illinois Corporation
by [Signature]
President

[Signature]
KAREN PAPALIA

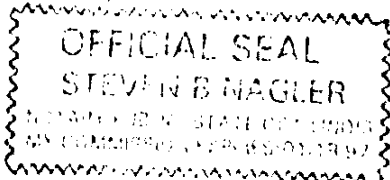
Attested:

[Signature]
Secretary

State of Illinois)
) ss.
County of Cook)

I, Steven B. Nagler, a Notary Public, do hereby certify that Louis Papalia and Karen Papalia, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person and signed said document as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 16th. day of December, 1993.



[Signature]
Notary Public

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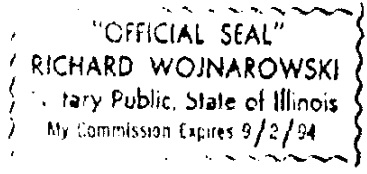
State of Illinois)
County of Cook) SS.
)

I, *Richard Wojnarowski*, a Notary Public, do hereby certify that *Daniel Janaszek*, personally known to me to be the

President of D.J. Homestyle Construction, Inc., an Illinois corporation and *Secretary*, personally known to me to be the Secretary of said Corporation, and personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the foregoing document as the President and Secretary of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto pursuant to authority given by the board of Directors of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th. day of December, 1993.


Notary Public



CLERK OF COOK COUNTY CLERK'S OFFICE

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