

# UNOFFICIAL COPY



**This Document Prepared by  
and upon recording return to:**

James T. Murray  
1033 University Place, Ste 370  
Evanston, IL 60201  
847-475-2600  
Attorney No. 47247

Doc#: 0532510043 Fee: \$58.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/21/2005 11:14 AM Pg: 1 of 18

Above space for Recorder's use only

## **DECLARATION OF EASEMENTS CONDITIONS AND RESTRICTIONS FOR THE ASBURY RIDGE RESUBDIVISION**

THIS DECLARATION OF EASEMENTS, CONDITIONS AND RESTRICTIONS  
HEREINAFTER REFERRED TO AS THE "EASEMENT" IS MADE THIS 18<sup>th</sup> DAY  
OF November, 2005 BY ASBURY RIDGE, LLC AS DECLARANT, THE  
OWNER OF THE PROPERTY COMMONLY KNOWN AS 1314 RIDGE AVENUE,  
EVANSTON, ILLINOIS REFERRED TO AS THE RESUBDIVISION DESCRIBED  
ON EXHIBIT A ATTACHED HERETO.

### **RECITALS**

Whereas the owners of 1314 Ridge Avenue have obtained the approval of the  
City Council of the City of Evanston for a Planned Unit Development to improve and  
subdivide the premises owned by them for the purpose of converting the existing  
improvements thereon to residential use and to be submitted to the provisions of the  
Condominium Property Act of the State of Illinois for the sale of 6 residential

*Pin*

*11-18-325-009*

*19 mg.*

# UNOFFICIAL COPY

condominium units and to sell seven subdivided lots for individual development and;

Whereas the Declarant has recorded the Asbury Ridge Resubdivision in 2004 as Document No. 0414534114 in the Office of the Recorder of Deeds of Cook County and has set the dimensions of the parcels and the relative interests of the parties in the resubdivision as recorded; and

Whereas the Declarant considers it to be in their best interests to declare certain Easements for ingress and egress and to facilitate the construction and installation of common services infrastructure for the individual owners of the various lots of the resubdivision and to provide conditions to serve the lots within and resubdivision to assure the subsequent purchasers and owners in interest of the capacity to provide for the harmonious and complementary use and maintenance of the subdivided lots and for the foreseeable future and;

Whereas it is necessary to provide for a variety of utility easements;

Now Therefore the Declarant declares and covenants that the properties referred to herein as Asbury Ridge Resubdivision shall be held, transferred, sold, conveyed and used in accordance with and subject to the covenants, restrictions, conditions and easements set forth herein.

## **1. Definition and Grants of Easement**

(a) For purposes of Easement Declaration "Owner" shall mean any party, parties, or association of owners acting as the association from time to time owning fee title to any lot or portion thereof in the resubdivision.

# UNOFFICIAL COPY

(b) It is the intent of the Declarant to formalize the ingress and egress agreements and to formalize the internal circulation patterns to be used by parties seeking to enter the site for any purpose by means of the entry drives in the eastern and western portions of the property and the circulatory drives in the southern and central portions of the property in order to gain access to the residential lots for any legal purpose and for parking motor vehicles on the site.

(c) For the purposes of this Declaration, all of the area within the Property to be used in common shall be referred to as "Common Areas", and said Common Areas shall effectively include all roadway and walkway areas of the resubdivision other than private walks contained entirely within a single lot. The common areas shall include, but not be limited to all sidewalks, walkways, aisles, vehicular driveways, parking spaces, entrances and exits.

The grantor Asbury Ridge, LLC does hereby grant to its successors in interest, purchasers, landowners, condominium owners, the association of condominium owners, and their further transferees, assignees, successors, invitees, tenants, subtenants, licensees, concessionaires, suppliers, agents, employees, customers, and visitors a non-exclusive easement for pedestrian and vehicular use, and the right and privilege to use in common with other owners of properties within the Asbury Ridge Resubdivision all of the aisles, driveways and common areas now or at any time hereafter constructed on, upon, above, or under Lots One (1) through Eight (8) of said resubdivision for the purpose of gaining access to and egress from the several residences, garages, auxiliary buildings and grounds of the aforesaid resubdivision. Such easement shall be perpetual

# UNOFFICIAL COPY

and shall not be released except upon the agreement of all of the several owners of the lots within the resubdivision.

## 2. Operation and Maintenance.

The owners of the several lots shall share proportionately as set forth Schedule A hereof, the cost and expense of the upkeep, maintenance, repair and replacement of the aforesaid common driveways, walkways, parking area surfaces and shall keep and maintain such surfaces in a clear, uncluttered, orderly, sanitary, and unobstructed condition so as to preserve such common drives and walks for the common use as access ways for vehicles and pedestrians passing over and upon such pathways and roadways for ingress and egress and internal movement with such resubdivision. No Owner shall cause or permit, as a result of conditions located on any portion of an owned or controlled lot of the resubdivision any runoff or drainage of water or precipitant to cause an unnatural accumulation of water or ice upon the common ways or upon the lot of another.

(a) Unnatural accumulations of water/ice shall be the responsibility of the property owner or owners whose use and operation of his property results in the unnatural accumulation on the public way or non-owned property to remove and/or eliminate the reason for the run-off from occurring thereafter. Failure of a property owner to eliminate a source of unnatural accumulation of snow, water, or ice shall be deemed to be a failure to perform an obligation of this easement agreement and upon written notice to the offending property owner(s) the owner(s) of other properties affected by the unnatural accumulation may enter upon the offenders property by agents or contractors, and cause the repair or remove the cause of the unnatural accumulation. The cost of such repairs or

# UNOFFICIAL COPY

removal shall, upon presentation of a bill thereof be paid by the responsible property owner or the cost therefore shall upon recording of a demand statement become a lien upon the property defaulting property owner. The lien may be adjudicated in accordance with the law pertaining lien adjudicate and enforcement Such remedy shall be in addition to the association of property owners' remedies at law or in equity to overcome the failure or breach of an individual property owner under the terms of this easement.

(b) Duration. Except as otherwise provided herein, each easement, covenant, restriction and undertaking of this Amended Declaration shall be perpetual. Each easement, covenant, restriction and undertaking contained in this Declaration may be modified by the written agreement of seventy-five percent (75%) of the ownership interest in the several owners' parcels provided such modifications shall not be contrary to or prohibited by the laws or ordinances of the City of Evanston the Planned Development approved and as pertaining to land use and occupancy.

(c) Injunctive Relief. In the event of any violation or threatened violation by any Owner, lessee, or tenant, from time to time, of a lot within the resubdivision, of any of the easement terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, the remaining owners or owners, as the case may be, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The court costs and the reasonable fees of the attorneys for the prevailing party in any legal proceedings seeking relief shall be paid by the party against whom judgment is entered in said legal proceedings.

# UNOFFICIAL COPY

(d) Modification Provisions. This Declaration may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of seventy five percent (75%) of the interests in the resubdivision as represented by the apportionment set forth in Exhibit C, the owners, and then only by written instrument duly executed and acknowledged by said Owners, and duly recorded in the office of the Cook County, Illinois, Recorder of Deeds.

(e) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of a lot to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed. Nor shall this Declaration be deemed to limit or extend the easements for public or private purposes to which the parcels may be subject due to agreements or declarations which preceded this Declaration in time of execution and recording

(f) Validity and Severance. If any clause, sentence, or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect.

(g) Indemnity. The Owner of each lot shall indemnify, defend and hold one another harmless against all claims for injury or death to persons or damage to or loss of property occurring on or on connection with the use of the common areas located on such Owner's property, due to the negligence of such owner, its tenants or occupants and their agents or employees, to the extent of such negligence. The Owners agree that work

# UNOFFICIAL COPY

undertaken by any of them which may result in the obstruction of or improvement to the common areas of the resubdivision shall be diligently pursued and efficiently completed so that disruption of the ordinary circulation patterns is minimized. No Owner shall permit the recording of a mechanics lien on the property of an other as a result of improvements done to the parcels subject to this easement agreement. Any mechanics lien recorded shall be discharged within thirty days (30) of recording or, if contested, shall be insured over for the benefit of all property owners by a title indemnification bond with a title company acceptable to the parties hereto.

(h) Release. The Owner of each lot hereby releases the Owners of the other lots to the extent of any amount recovered by reason of such Owner's insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, however caused, including such fire or other casualty caused by the fault or negligence of the other party, or any persons claiming under it; provided however, this release shall not be operative in any such case where the effect thereof is to invalidate such insurance coverage. In case such release or any claims made pursuant to this release shall increase the cost of such insurance, the party at fault agrees to reimburse the policy owner for such increased cost immediately upon advice of the amount thereof.

(i) Care. The Owner agrees that work undertaken by any of them which may result in work upon or improvements to the common roads, walkways or parking areas, shall be conducted in a workmanlike manner by licensed, insured and bonded contractors or sub-contractors and shall be diligently pursued and efficiently completed in

# UNOFFICIAL COPY

accordance with all applicable laws, statutes, ordinances, guidelines, regulations and requirements, so that disruption of the ordinary access to and circulation patterns of the properties is minimized.

(j) Public Liability. Each Owner shall insure against public liability claims and losses by means of a comprehensive general liability policy(ies) of insurance with broad form coverage endorsements covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about their respective Parcels, or as a result of the use of the easements granted hereunder, and the operations thereon (including contractual liability covering obligations created by this Declaration including, but not limited to, those indemnity obligations contained in this Declaration). The coverages required by this paragraph shall not be less than \$3 million combined single limit for personal and bodily injury. Such insurance shall be jointly reviewed by the Owners periodically at the request of any Owner, but no review will be required more often than annually, to determine if such minimum limit and insurance policies are reasonable and prudent. Such minimum limit shall be increased or decreased, and the type of insurance shall be modified, if justified, based upon said review. Insurance policies hereby required shall be purchased from reputable, financially responsible and licensed insurance companies in the State of Illinois, taking into consideration the nature and amount of insurance required, who shall hold a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A/X or better according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service. Each policy described in this paragraph shall (i) insure as additional insureds the other Owner and (ii) shall provide for a minimum of thirty (30)



# UNOFFICIAL COPY

days' advance written notice of the cancellation, nonrenewal or material modification of such policy to all insureds thereunder. It is the intention of the parties hereto, that the risk of loss or damage arising from the use operation and maintenance of the aforementioned common areas which may give rise to claims by one owner against the other, be borne by responsible insurance carriers to the extent of such coverage, as provided for herein.

### 3. Utility Easements

By this Grant of Easement, the Grantor Asbury Ridge, LLC does hereby grant to its successors, purchasers and assignees, as well as to the various utility companies, franchisees, and purveyors certain rights and permission to enter and travel over a series of access ways and described easements to gain access to and from the several lots to be developed for residential purposes, and further to grant to the City of Evanston, Nicor Gas Company, Commonwealth Edison Company, SBC Communications, Inc. (known and hereinafter referred to as "SBC") and any cable television provider and/or communications network authorized to do business for the purpose of providing communication services, the right to install, access and maintain equipment necessary to provide the variety of utility services to the various lots, buildings and condominium structures within the resubdivision.

The utility equipment, connections, and installations shall be installed below grade within the easement areas hereinafter described, at all points possible unless required by technological necessity or common experience to be above ground, below the surface and within the perimeters of the following described areas of the resubdivision:

# UNOFFICIAL COPY

1. The southerly 10 feet of Lots 3, 4, 5, 6 and 7 each inclusive;
2. The designated accessways and roads constructed upon the northern 24 feet of Lots Three (3) and Four (4) and the northerly 30 feet of Lot Five (5) [except the northerly 15 feet of the east 43.17 feet of said Lot Five (5)], and the northerly 30 feet of the west 38.10 feet of Lot Six (6), and the northerly 20 feet of the easterly 24.58 feet of Lot Six (6), except that portion of Lot Six (6) north of the roadway in the west 38.10 feet of Lot Six (6), and the north 24 feet of the west 35 feet of Lot Seven (7)[except that portion north of the roadway];
3. The designated east/west accessway and road and the unimproved area north of such accessway to the north lot line of Lot Eight (8) running from east to west within the northerly 30 feet of the easterly 284 feet of Lot Eight (8);
4. The designated accessway and road running north/south upon Lot Eight (8) commencing at a point on the north line of Lot Eight (8) 284 feet east of the east line of Lot Eight (8) and; thence 24 feet west of said point on the north lot line of Lot Eight (8) extended west; thence south at an angle of  $90^{\circ}$  to the north line of Lot Four (4); thence east at an angle of  $90^{\circ}$  along a line parallel with the north lines of Lots Four (4) and Five (5) a distance of 24 feet; thence north at an angle of  $90^{\circ}$  a distance of 118 feet more or less to the point of beginning;
5. The northerly 5 feet of Lot One (1);

# UNOFFICIAL COPY

6. An easement commencing at a point on the north line of Lot Eight (8) 100 feet west of the east line of said Lot Eight (8) west on said line 23 feet; thence south on a line parallel to the east lot line of Lot Eight (8) to a point 23 feet south of the north line of Lot Seven (7); thence easterly at an angle of  $90^\circ$  a distance of 24 feet; thence north at an angle of  $90^\circ$  to the north line of Lot Eight (8); and the area contained within the road accessway on Lot Seven (7) and the north line thereof extended east to the west line of the previously described rectangular north/south easement east of the main house on Lot Eight (8); thence south a distance of 8 feet more or less to the south line of the road accessway on Lot Seven (7) extended east; thence west to the junction with the road accessway on Lot Seven (7);
7. The westerly 5 feet of Lot Seven (7) along the lot line shared with Lot Six (6);
8. The easterly 5 feet of Lot Six (6) along the lot line shared with Lot Seven (7);
9. An easement for gas lines commencing on the back wall of the main residence on Lot Eight (8) a distance of 17 feet north of the southwest corner of said main building at a width of 4 feet; thence south to the north line of Lot Five (5) thence; east on Lot Eight (8) along the south line thereof adjacent to Lot Five (5) and Lot Six (6) at a width of 4 feet to a point 2 feet east of the eastern junction of Lot Six (6) at its northeast corner with Lot Eight (8) extended east into Lot Eight (8); thence south along the northernmost east lotline of Lot Six (6) at a width of 7 feet, consisting of the easterly 5 feet of Lot Six (6) parallel

# UNOFFICIAL COPY

to the northernmost east lot line of Lot Six (6), and the westerly 2 feet of Lot Eight (8) adjacent to the northernmost east lot line of Lot Six (6) to the angular northwesterly/southeasterly lot line of Lot Six (6); thence southeasterly and parallel to the northeastern lotline of Lot Six (6) at a width of 5 feet on Lot Six (6) and two feet north of such lotline on Lot Eight (8) shared with Lot Six (6) to the junction of the west lotline of Lot Seven (7) and both the east and northeast lotlines of Lot Six (6); thence due east at a width of 5 feet parallel to and immediately north of the north lot line of Lot Seven (7) on Lot Eight (8) and parallel to the north line of Lot Seven (7) at a width of 5 feet to its junction with the north/south easement described in # 6 above;

10. The west 3 feet of Lot Four (4);
11. The east 3 feet of Lot Three (3);
12. The east 23 feet of Lot One (1) and Lot Two (2);
13. An easement 10 feet in width commencing on the south lotline of Lot Eight (8) at the east lot line of Lot Seven (7); thence north on Lot Eight (8) and northwesterly on Lot Eight (8) at a width of 10 feet along the common lotlines of Lot Eight (8) and Lot Seven (7) to the junction thereof with the easement designated Easement 6 above;
14. An easement 6 feet wide running north from a point on the north line of Lot Eight (8) 10 feet east of the west line of Lot Eight (8) to a distance of 16 feet

# UNOFFICIAL COPY

east of such west lotline of Lot Eight (8) north to the south lotline of Lot One (1).

15. The accessway road commencing at a point on the west lotline of Lot Eight (8) and the south lotline of Lot Two (2) and to a point 15 feet south of the south lotline of Lot Two (2) and parallel to the north line of Lot Eight (8) at a width of 15 feet more or less to its junction with the east lotline of Lots One (1) and Two (2) extended south 284 feet east of the northeast corner of Lot Eight (8);

All of the above described easement elements are further shown upon the drawing thereof attached thereto as Exhibit B.

4. The easement descriptions set forth above are not individually exclusive of other described easement elements and may for continuity and convenience of installation overlap one another. Obstructions and structures shall not be placed on or within the easements, nor shall the Owners place trees or large shrubs in the easements which may interfere with the operation or proper maintenance of the utility equipment installed within and below the surface of the easements dedicated hereby.

5. All easements, if any, serving the resubdivision prior to the recording of this Easement Agreement are hereby vacated, discharged and held for naught.

6. The access roads and storm water detention installations and their appurtenances, which are constructed within, upon or below the common accessways serving the several properties within the resubdivision are declared to be a common utility and shall be

# UNOFFICIAL COPY

serviced, maintained, and repaired and/or replaced at the common expense of the landowners of the resubdivision upon the proportionate scale established by Exhibit B attached hereto and made a part hereof.

6. **Notices.** Notices and demands required or permitted to be given hereunder shall be given by registered or certified mail and shall be addressed:

if to the Declarant: Asbury Ridge, LLC.  
c/o Michael Niazmand  
1618 Orrington, Suite 324  
Evanston, IL 60201

with a copy to : James T. Murray  
1033 University Place, Suite 370  
Evanston, IL 60201

and if to any subsequent Owner (or association of owners) of a lot, at such address as such Owner shall designate or be assigned to such Owner. Notices and demands shall be deemed to have been given when received.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

Asbury Ridge, LLC.

  
Michael Niazmand

# UNOFFICIAL COPY

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 Michael Niazmand personally known to me to be a Member of the limited liability company named herein, and the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, on behalf of the LLC, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18<sup>th</sup> day of November, 2005.



Karla Al Murray  
Notary Public

My commission expires August 30, 2008

Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

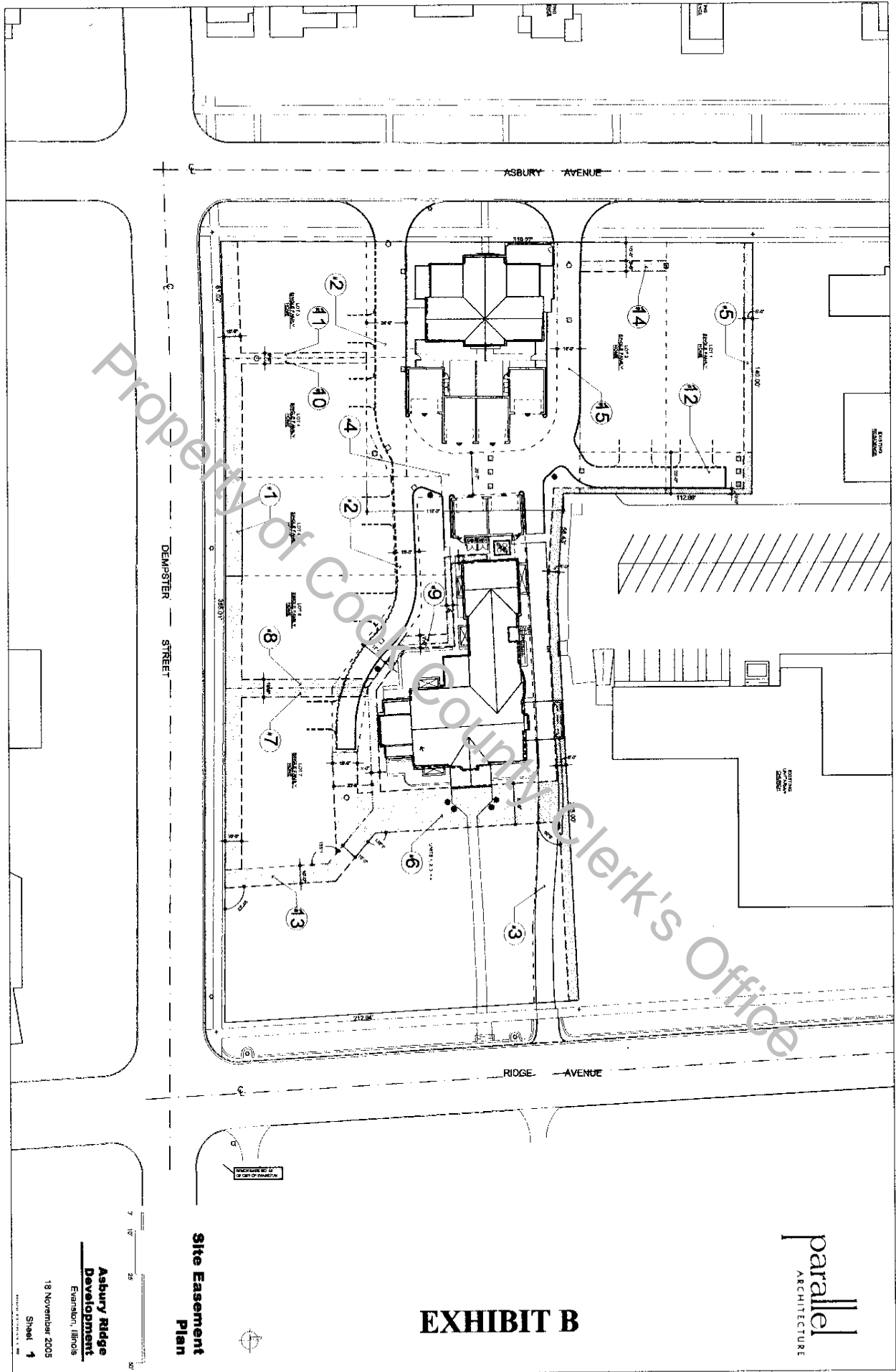
### LEGAL DESCRIPTION

LOTS 1 THROUGH 8 INCLUSIVE IN THE ASBURY RIDGE RESUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office



# UNOFFICIAL COPY



**Site Easement Plan**

**Asbury Ridge Development**  
 Evanston, Illinois  
 18 November 2005  
 Sheet 1

## EXHIBIT B

**parallel**  
 ARCHITECTURE

# UNOFFICIAL COPY

## EXHIBIT C

### PROPORTIONAL SHARES MAINTENANCE

Lot 1	7%
Lot 2	7%
Lot 3	7%
Lot 4	7%
Lot 5	7%
Lot 6	7%
Lot 7	8%
Lot 8	50%
	<hr/>
	100 %

Property of Cook County Clerk's Office