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Cook County Recorder of Deeds
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COOK COUNTY RECORDING

DEED

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ASSIGNMENT

POWER OF ATTORNEY

RELEASE

SUBORDINATION AGREEMENT

OTHER

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR 1502 AND 1504 MAIN STREET, EVANSTON, IL

This declaration made and entered into by Oakton-Custer Partners, L.L.C. an Illinois limited liability company herein referred to as the "Company."

WITNESSETH: That

WHEREAS, the Company is the developer of 1502 (Parcel 2) and 1504 (Parcel 1) Main Street, an improvement of Lot 6 in Pitner & Sons Second Addition to South Evanston, a subdivision of the north half of the north half of the southeast quarter and the south half of the south half of the southwest quarter of the northeast quarter of Section 24, Township 41 North, Range 13 East of the Third Principal Meridian, and

WHEREAS, the Company 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 project to be erected on said premises and contain restrictions and obligations with respect to the use thereof; and

WHEREAS, the Company desires the following definitions to apply to this Agreement:

DEFINITIONS

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

- Building: The principal structure containing either of the two dwelling units, as described on the accompanying survey.
- Building Roof: The roof covering the principal structure.
- Company: Oakton-Custer Partners, L.L.C., or its successors or assigns.
- Garage: That fully enclosed, freestanding, accessory structure located at the rear of the Property designed for the keeping of automobiles.
- Garage Roof: The roof covering the garage.
- Landscape Maintenance: The maintenance of lawn, trees, shrubs and other plant material on that portion of the Property not covered by buildings.
- Landscape Improvement: The arrangement of plant material, fences and other freestanding elements on the Property.

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Owner:	Any purchaser of a unit by deed or under Articles of Agreement for deed.
Occupant:	Person or persons, other than owner, in possession of a unit.
Parcel:	The division of land on the property for tax purposes whereby land associated with each unit is owned by the corresponding Unit Owner and described on the accompanying survey.
Party Wall:	A common wall which separates one unit from another unit.
Project:	The real estate, building and improvements constructed on the property.
Property:	The real estate, identified by permanent index number and corresponding to the legal description on the accompanying survey.
Unit:	Any one of two single-family attached dwelling units on the property.

NOW, THEREFORE, the Company, for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I – THE ASSOCIATION

1. The Owners of the Units may, at any time, cause to be incorporated a non-profit corporation under the laws of the State of Illinois, to be called the 1502 AND 1504 MAIN STREET HOMEOWNERS ASSOCIATION, or a name similar thereto, and upon the formation of such association, each owner of a unit shall become a member therein. Each owner, including the Company, shall be entitled to one vote for each unit owned on each matter submitted to a vote by its members. Where title to a unit is held by more than one person, the co-owners acting jointly shall be entitled to one vote. The purpose of the Association is to manage funds collected from the Unit Owner for the common maintenance and/or improvement of the Property. The formation of an Association is not required to carry out or enforce those terms of this Agreement that do not involve the disposition of common funds.
2. The direction of the association shall be vested in its President, a Unit Owner who is elected by the Unit Owners to serve at the will of the Owners.
3. The Association may, by a unanimous vote of its members, adopt such rules and regulations as it may deem reasonable, appropriate and advantageous for the maintenance, conservation and beautification of the project as well as the health, safety, comfort and general welfare of its members. All use of property shall at all times be consistent with these rules and regulations.
4. The Company may, in its discretion, by an instrument in writing in the nature of an assignment, vest the Association, if and when formed, with the rights and privileges and

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powers herein retained by the Company, and said assignment shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois.

5. The Association, when and if formed, may levy a monthly maintenance charge, at a rate to be determined by the Association, for the purposes of creating a fund to be known as the 1502 and 1504 Main Street Property Maintenance Fund. The aforesaid charges and assessments shall be paid by the respective owners of the units monthly, and if an owner is in default in the monthly payments for ninety (90) days, the Association may bring proceedings to collect the same by suit, together with legal interest and reasonable attorney's fees to be fixed by the Court.
6. In the event the officers or directors of the Association consider the funds of the Association sufficient to fulfill its purposes, they may from time to time forebear the collection of the association for any one or more months, however, any such forgiveness shall not become cumulative.
7. Upon the sale of both Units, the Company shall have no interest or obligation with respect to the Property or matters relating to this Agreement.

ARTICLE II – PARTY WALLS

8. Any wall that forms the boundary of two units and/or parcels, shall so be deemed to be a party wall for the purposes of this Agreement.
9. In the event it shall become necessary to repair or rebuild any portion of any party wall, the expenses of such work shall be borne equally by the owners of the units adjacent to said party wall.
10. In the event any party wall is destroyed by fire or other cause, either owner of the unit adjacent to said party wall, who shall have the wall rebuilt, shall be entitled to receive from the owner of the other unit, and said last mentioned owner shall be liable to pay upon demand to the owner who shall have rebuilt the wall, an amount equal to one-half the cost of such rebuilding, including the cost of foundations and supports if necessary.
11. Whenever any party wall or portion thereof, shall be repaired or rebuilt, it shall be erected on the same line, and be of the same height, and be the same or similar materials and of like quality to the originally wall, and it shall, in all respects, be in conformance with the laws and ordinances regulating the construction of buildings in force at the time.

ARTICLE III – BUILDING ROOF AND GARAGE ROOF

12. The Building Roof and Garage Roof are both elements owned in common by the Unit Owners. The Building Roof and Garage Roof shall consist of the exterior sheathing materials (plywood and roof shingles) and the wooden structure supporting the exterior sheathing materials.
13. Should damage to any portion of either the Building Roof or the Garage Roof be sustained for whatever reason, such damage shall be repaired in a timely manner with the cost of the repair to be shared equally by each Unit Owner.
14. If, due to age or defect, the roof shingles need to be replaced in any portion of the roof, the entire roof shall be re-shingled if either Unit Owner deems such to be necessary or

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- desirable. Whether a portion of the roof is re-shingled or the entire roof is re-shingled, both Unit Owners shall bear an equal portion of the cost.
15. The physical appearance of the roof shingles shall be as close to the roof shingles used at time of original construction as possible. Only if both Unit Owners agree to change the physical appearance of the roof shingle shall such be changed as part of repair or replacement.
 16. Upon identification of any leak or material defect in the Building Roof or Garage Roof, the Unit Owner discovering such leak or defect shall notify the other Unit Owner of this condition. The Unit Owners shall discuss a course of action to address the problem and endeavor to reach a mutual decision. If a mutual decision is reached, both Unit Owners shall sign the applicable construction contract and be equally responsible for the cost of the work. If a mutual decision cannot be reached, either Unit Owner may act to remedy the problem. In this situation, the following procedure shall be observed:
 - a) The Unit Owner initiating the repairs shall obtain at least two bids from qualified contractors. The scope of work being bid shall be limited to the repair of the leak or defect and returning the roof to the condition of original construction.
 - b) The Unit Owner initiating the repairs shall mail copies of the bids to the other Unit Owner, via return receipt mail, Federal Express or other similar service.
 - c) The other Unit Owner shall have seven days from the date of receipt to respond to the bids/proposals for repair. In responding, the other Unit Owner may: 1) vote to select one of the bids; or 2) obtain an alternate bid(s) from another qualified contractor(s) for presentation to the Unit Owner initiating the repairs.
 - d) The Unit Owner initiating the repairs shall decide the scope of work to be done and select the contractor to do the work. In general, the lowest bid from a qualified contractor shall be selected.
 - e) Upon completion, the Unit Owner initiating the repairs shall present documentation for the costs of the repairs to the other Unit Owner. Said Unit Owner shall be responsible to pay for one-half of the cost of repairs. The Unit Owner initiating the repairs shall be entitled to use whatever appropriate legal means are necessary to recover these costs. If legal fees are accrued in the process of collecting the money owed, the Unit Owner owing the money shall be responsible to pay these legal fees.

ARTICLE IV – EXTERIOR MAINTENANCE

17. At least once every three years and during a period of time agreed upon by the Unit Owners, the exterior of the units shall be painted in colors substantially the same as those used in original construction. Any change in exterior paint colors shall be agreed to by unanimous vote of the Unit Owners. Painting shall be limited to the painted surfaces at the time of original construction and any new improvements approved by

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- the Unit Owners. Both units shall be painted at the same time. Painting of individual units is prohibited unless agreed to by unanimous vote of the Unit Owners.
18. Exterior masonry (stone trim) shall be cleaned and tuckpointed at least once every ten years unless both Unit Owners deem it unnecessary. The cost thereof shall be borne equally Unit Owners and shall be paid for through special assessment or through the 1502 and 1504 Main Street Project Improvement Fund.
 19. No owner shall make any exterior architectural changes or additions to any unit.
 20. Exterior storm doors shall not be added to the front door of a unit, but may be added to the rear door. No canopies, awnings or other enclosures of any kind shall be permitted without unanimous consent of the Unit Owners.
 21. The front yard of both units shall be maintained in unison. Accordingly, the grass shall be cut and fertilized at the same time and the trees and shrubs maintained at the same time. The Unit Owners shall agree on a maintenance program to maintain the front yard to achieve a neat and presentable appearance. The Unit Owners may agree to rotate maintenance obligations between them on a fixed schedule, or may agree to hire a lawn maintenance contractor to perform the work. If a mutual decision cannot be reached, either Unit Owner may act to institute a front yard maintenance program. In this situation, the following procedure shall be observed:
 - a) The Unit Owner initiating the maintenance program shall obtain at least two bids from qualified contractors. The scope of work shall be limited to maintaining the front yard in a condition equal to that of original construction, plus the planting of seasonal flowers at entry locations. Both units shall be maintained in comparable manner.
 - b) The Unit Owner initiating the maintenance program shall mail copies of the bids to the other Unit Owner, via return receipt mail, Federal Express or other similar service.
 - c) The other Unit Owner shall have seven days from the date of receipt to respond to the bids/proposals for repair. In responding, the other Unit Owner may: 1) vote to select one of the bids; or 2) obtain an alternate bid(s) from another qualified contractor(s) for presentation to the Unit Owner initiating the maintenance program.
 - d) The Unit Owner initiating the maintenance program shall select the contractor to do the work. In general, the lowest bid from a qualified contractor shall be selected.
 - e) Prior to the initiation of maintenance work, the Unit Owner initiating the maintenance program shall present documentation for the costs of the maintenance program to the other Unit Owner. Said Unit Owner shall be responsible to pay for one-half of the cost of the maintenance program. The Unit Owner initiating the maintenance program shall be entitled to use whatever appropriate legal means are necessary to recover these costs. If legal fees are accrued in the process of collecting the money owed, the Unit Owner owing the money shall be responsible to pay these legal fees.

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22. Except for the front yard, each owner shall maintain the landscaping associated with the corresponding unit parcel. Such lawn and landscaping shall be neatly trimmed and maintained free of weeds at all times. The Unit Owners may elect to hire a maintenance service to maintain the entire grounds of both parcels by unanimous vote.
23. Each owner may change or modify the landscape improvements on their parcel, provided that such modifications are well maintained and professionally executed.
24. Any antennae added for the benefit of a unit shall be located to minimize the view from the street. Only small "dish" antennae are permitted, not larger than 16 inches in diameter. Such antennae may be attached or erected without consent of the Association or other Unit Owner.
25. No dog houses or any other accessory building or structure shall be permitted on the property.
26. The Association reserves the right to adopt reasonable regulations for the keeping of cats, dogs and other household pets for the purpose of preventing nuisances.
27. No clothes, sheets, rugs, blankets or other such articles shall be hung out or exposed on any part of the property.
28. The front porch area of both Units shall be maintained free from storage, including overnight storage of bicycles and toys. Patio furniture and potted plants/flowers shall be permitted.
29. Unit Owners shall keep the premises free of rubbish, trash or other debris.
30. Each Unit Owner shall be entitled to keep a City-approved trash can on their parcel. Yard waste recycling bags and City-approved recycling bins shall also be permitted. City approved yard waste bags and City approved recycling bins shall be put out beyond the alley fence gate the evening prior to regularly scheduled pick up. No other refuse storage shall be permitted.
31. Each Unit Owner shall be responsible for any needed repairs to sewer or water lines. Plans for any such repair shall be submitted to the other Unit Owner to inform said owner of the repair and to minimize disruption to the Property. All such repairs shall be limited to the Unit Owner's parcel to the greatest extent possible. The cost of such repairs, including restoration of the yard area, shall be borne by the Unit Owner whose water or sewer lines require the repair.
32. If any Unit Owner or occupant fails to maintain said unit as herein provided, then the Association, other Unit Owner, or the Company, or their successors or assigns, may, after thirty (30) days written notice to such defaulting owner or occupant, have such work done, and the amount paid thereafter shall be a charge against the Owner of the unit on which the work was done, and said amount, together with reasonable attorney's fees may be recovered from the defaulting owner or occupant by suit in equity or at law.
33. All costs or maintenance charges not specifically allocated by this instrument or by the Association shall be the responsibility of the unit or units affected.

ARTICLE V – GENERAL PROVISIONS

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34. No sign advertising any industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise designed for profit or altruism, shall placed or maintained on the property. No "for sale" or "for rent" signs, or other window notices, shall be maintained or permitted on any unit. The right is reserved for the Company, or its agent or assigns, to place "for sale" signs on any unsold units.

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35. Each grantee of the Company, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Warranty deed, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, liens, and charges, and the jurisdiction, rights, and powers of the Company and the Association, created or reserved by this Declaration or by deed restrictions heretofore recorded, and all easement, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall bind any person having at any time an interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
36. The violation of any restriction or condition, or the breach of any covenant or provision herein continued, shall give the Company, or its successors or assigns, or the Association, the right : a) to enter upon the land upon which such violations or breach exists and to summarily abate and remove, at the expense of the owner of said unit, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions thereon, and the Company, or its successors or assigns, or the Association or its agents, shall not thereby be deemed guilty of any manner of trespass; or b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.
37. No restrictions empowered hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches occur.
38. The invalidity of any restriction hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner, the validity, enforceability or effect of the rest of this Declaration.
39. Before the formation of an Association, as provided for in Article I hereof, or before the Company sells all units, the Company, or its successors or assigns, shall have the right to change or modify the restrictions and covenants contained herein.
40. The foregoing restrictions may be changed, modified or rescinded at any time after the date of the formation of said Association by an instrument in writing signed and acknowledged by unanimous vote of the Association members and recorded in the office of the Recorder of Deeds of Cook County, Illinois.
41. No charges, assessments or any other sum to be paid under the provisions of this Declaration by the owner or occupant of any unit shall constitute a lien against the real estate hereinabove described.
42. The rights, privileges and powers herein retained by the Company shall be assignable to and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the said OAKTON-CUSTER PARTNERS, L.L.C. has caused its name to be signed to these presents by its Managing Member and attested by a Notary Public in good standing this 30th day of Oct., A.D. 2007.

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For: OAKTON-CUSTER PARTNERS, L.L.C.

By: *William R. James*
William R. James

Attest:

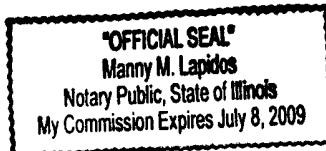
STATE OF ILLINOIS

COUNTY OF COOK

I, *MANNY M. LAPIDOS*, a Notary Public, is in and for said County, in the State aforementioned, DO HEREBY CERTIFY that William James, personally known to me to be the Managing Member of Oakton-Custer Partners, L.L.C. and the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged as Managing Member, he signed and delivered the said instrument as Managing Member of said Limited Liability Company, of a free and voluntary act of the Company for the intent and purpose set forth therein.

GIVEN under my hand and notary seal this *30th* day of *Oct*, 2007.

Manny M. Lapidos
Clerk's Office



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LandAmerica/Lawyers Title Direct Retail Services
10 S. LaSalle, Suite 2500
Chicago, IL 60603

Order Number: 2040135

Exhibit "A"

Parcel 1 in 1502 and 1504 Main Street Townhomes, as delineated on the plat of survey of the following described real estate:

That part of Lot 6 in Pitners and Son's Second Addition to South Evanston, a Subdivision of the North half of the North half of the Southeast quarter and the South half of the South half of the Southwest quarter of the Northeast quarter of Section 24, Township 41 North, Range 13. Described as follows: Beginning at the Northwest corner of Lot 6, thence North 87 degrees 41 minutes, 48 seconds East along the North line of Lot 6, 21.58 feet; thence South 0 degrees, East along the approximate centerline of a party wall and its extension, 81.14 feet; thence continuing along the approximate centerline of a party wall South 90 degrees East 6.73 feet; thence South 0 degrees East, 19.80 feet; thence South 89 degrees, 50 minutes, 35 seconds West 0.65 feet; thence South 0 degrees, 5 minutes, 25 seconds, East, 11.98 feet; thence South 89 degrees, 50 minutes, 35 seconds, West 0.65 feet to the approximate centerline of the garage party wall extended North; thence South 00 degrees 14 minutes 02 seconds West along the approximate centerline of the garage party wall and its extensions 56.90 feet to the South line of said Lot 6; thence 87 degrees 43 minutes 07 seconds West along the South line of Lot 6, 24.89 feet to the Southwest corner of Lot 6; thence North 00 degrees 02 minutes 52 seconds West along the West line of Lot 6 169.96 feet more or less to the point of beginning, in Cook County, Illinois.

A. L. N. 10-24-402-006

1504 MAIN ST,
EVANSTON, IL 60202

Prepared by, and return to
WILLIAM E. JAMES
345 SHERMAN
EVANSTON, IL 60202