

# UNOFFICIAL COPY

Prepared by and return to:

Mark E. Burkland  
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131 S. Dearborn Street, 30th Floor  
Chicago, Illinois 60603

PIN # 18-08-409-002  
Common address:  
4 Calle View Drive  
La Grange, Illinois 60525



Doc#: 0804460069 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/13/2008 03:50 PM Pg: 1 of 3

## DECLARATION OF COVENANTS

THIS DECLARATION is made this 4<sup>th</sup> day of February 2008 by Douglas and Jeanne Brown (the "Declarants").

### P R E A M B L E S:

WHEREAS, the Declarants are the fee simple title owners of a certain parcel of real estate in the Village of La Grange, County of Cook and State of Illinois, (the "Village") commonly known as 4 Calle View Drive and legally described as:

Lots 3 and 4 in El Sueno De Pleasant View, being a subdivision of a piece of parcel of land in the southeast corner or SE<sub>4</sub> of the east ½ of the southeast ¼ of Section 8, Township 38 North, Range 12 East of the Third Principal Meridian, as per plat recorded as document 15645796 in Book 413 of Plats Page 8, in Cook County, Illinois

(the "Subject Property"), which Subject Property the Declarants desire to submit to the covenants, provisions, and restrictions of this Declaration; and

WHEREAS, the Subject Property includes an existing single family detached dwelling (the "Existing House") and a detached garage (the "Existing Garage"); and

WHEREAS, by La Grange Ordinance No. O-07-46, passed and approved by the Village on December 10, 2007, the Village approved a variation from a regulation included in Subsection 9-101C4(c) of the La Grange Zoning Code (the "Variation") that authorized the Declarants to maintain more than one garage within the Subject Property, which Variation was granted conditioned on and subject to the terms of this Declaration; and

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WHEREAS, in consideration of, and in order to satisfy the standards for the granting of, the Variation, the Declarants desire and agree to restrict the use of the Subject Property in the manner set forth in this Declaration;

NOW, THEREFORE, the Declarants hereby declare that the Subject Property is, and will be, held, transferred, sold, conveyed, used, and occupied, subject to all of the covenants, provisions, and restrictions set forth in this Declaration.

1. The Declarants will remove the existing driveway within the Subject Property depicted on Exhibit A attached to and by this reference incorporated into this Declaration and identified as "Existing Driveway To Be Removed." That removal must be completed before any work is undertaken within the Subject Property pursuant to the approval granted in La Grange Ordinance No. O-07-46.

2. No driveway or any other surface capable of supporting an automobile or any similar vehicle may be installed or maintained at any time that would connect the Existing Garage within the Subject Property (depicted and identified on Exhibit A as "Existing Garage") to any other driveway within the Subject Property, or to the Existing House, or to any public right of way.

3. No building or structure of any kind other than the existing house and the Existing Garage—whether a storage shed, playhouse, or any other building or structure—may be installed or maintained anywhere within the Subject Property for so long as the Existing Garage remains within the Subject Property.

4. Neither the Existing Garage nor any other building or structure within the Subject Property other than the Existing House may be occupied at any time as a dwelling unit, as the term "dwelling unit" is defined in the La Grange Zoning Code.

5. The Village is hereby granted, and has, at any time the right and license, but not the obligation, to enter onto the Subject Property and to inspect the Existing Garage for compliance with the provisions of this Declaration. Prior to such entry, the Village must provide notice to the occupant of the Existing House not less than 24 hours days in advance of such entry.

6. This Declaration, and the covenants, provisions, and limitations set forth in this Declaration, inure to the benefit of the Village and are fully enforceable by the Village. The Village may enforce the covenants, provisions, and limitations set forth in this Declaration in any proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant, provision, or restriction. The failure of the Village to enforce any covenant, provision, or restriction set forth in this Declaration at any time may not be construed or implied

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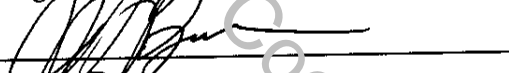
at any time to be any waiver or release of any right of the Village to enforce such covenant, provision, or restriction or any other covenant, provision, or restriction at any time.

7. This Declaration may be modified, amended, annulled, or otherwise changed only with the prior, express, written approval of the Village.

8. The covenants, provisions, and restrictions set forth in this Declaration run with the land and are binding on the owner and any and all of the owners successors, assigns, agents, licensees, invitees, and representatives, including without limitation all subsequent owners of the Subject Property or any portion of the Subject Property and all persons claiming under them.

### THE DECLARANTS

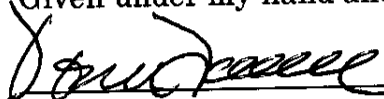
By:   
Douglas Brown

By:   
Jeanne Brown

### Attest:

I, Donna Tauc, a Notary Public in and for the County of Cook and State of Illinois, DO HEREBY CERTIFY THAT Douglas Brown and Jeanne Brown, who are personally known to me to be the same persons whose names are subscribed to this Declaration, appeared before me this day in person and acknowledged that they signed and delivered said Declaration as their own free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal this 4<sup>th</sup> day of February 2008.

  
Notary Public

SEAL

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