

UNOFFICIAL COPY

40008527.

417

Prepared by and after recording

Return to:

Central Law Group
2822 Central Street
Suite 300
Evanston, IL 60201



Doc#: 1402847031 Fee: \$66.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/28/2014 01:58 PM Pg: 1 of 15

GIT (1-24)

(Above Space for Recorder's use only)

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND PARTY WALL RIGHTS AND AGREEMENT

Property Addresses and PINs:

1826 Hovland Avenue, Evanston, IL 60201
PIN: 10-13-117-049-0000

1828 Hovland Avenue, Evanston, IL 60201
PIN: 10-13-117-048-0000

15

UNOFFICIAL COPY

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND PARTY WALL RIGHTS AND AGREEMENT

This Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights and Agreement (the "Declaration"), is made and entered into this 11th day of January, 2014 by BrinNSP, LLC, an Illinois limited liability company (hereinafter referred to as "Declarant").

WHEREAS, Declarant, BrinNSP, LLC, an Illinois limited liability company, is the holder of legal title to two (2) parcels of real estate in the City of Evanston, County of Cook, Illinois located at and commonly known as 1828 Hovland Court, Evanston, IL 60201 and 1826 Hovland Court, Evanston, IL 60201 and legally described on Exhibit A attached to and made a part of this Agreement (hereinafter "Parcel" or "Parcels"); and

WHEREAS, upon said Parcels there has been erected a building containing two townhome style dwellings (the "Townhomes") with one Townhome on each Parcel as depicted on a plat of survey thereof which has been attached hereto as Exhibit B, attached to and made a part of this Agreement, and

WHEREAS, the two said separate Parcels are, for identification in this instrument, referred to in the Plat of Survey as Parcel 1 and Parcel 2, said Parcels being legally described as follows:

PARCEL 1:

LOT 95 IN BLOCK 3 IN J.S. HOVLAND EVANSTON SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN: 10-13-117-048-0000

PROPERTY ADDRESS: 1828 HOVLAND COURT, EVANSTON, IL 60201

PARCEL 2:

LOT 94 IN BLOCK 3 IN J.S. HOVLAND EVANSTON SUBDIVISION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN: 10-13-117-049-0000

PROPERTY ADDRESS: 1826 HOVLAND COURT, EVANSTON, IL 60201

and

UNOFFICIAL COPY

WHEREAS, the said Declarant intends to sell and convey both of the Parcels as improved, and desires and intends that the several purchasers, owners (including Declarant), mortgagees thereof, and all persons acquiring any interest therein now or hereafter shall at all times enjoy the benefits of and shall hold their said individual Parcels subject to the covenants, conditions, restrictions, easements and party wall rights and agreements hereinafter set forth;

NOW THEREFORE, the said Declarant does hereby declare that all of the Parcels shall be held, sold and conveyed subject to this Agreement and said Owner does further declare that the following covenants, condition, restrictions, easements and party wall rights and agreements shall exist at all times hereafter among all parties having or acquiring any right, title or interest in all or any portion of a Parcel, shall run with the Parcels, to be held, sold and conveyed subject thereto, and be binding on all parties having or acquiring any right, title or interest in a Parcel or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

1.1 PARCEL. The two separate parcels of real estate legally described on Exhibit A and as depicted on the Plat attached hereto.

1.2 OWNER. Any person or persons whose estate or interest, individually or collectively, aggregates fee simple ownership of a Parcel.

1.3 OCCUPANT. A person or persons other than an Owner, in possession of a Townhome

1.4 PLAT. The plat of survey depicting the configuration, location and legal description of the Parcels, attached hereto as Exhibit B.

1.5 TOWNHOME. A townhome-style dwelling constructed on the Parcels, with each such townhome being located on a separate Parcel as depicted on the Plat, which is attached hereto and made a part hereof as Exhibit B.

ARTICLE 2 EASEMENTS

2.1 All easements described herein are easements appurtenant to and running with the land, and, so long as the Parcels are subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding upon Declarant, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in any Parcel in this instrument described, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article 2, or described in any other part of this Declaration, shall be sufficient to create and

UNOFFICIAL COPY

reserve such easements and rights to the respective grantees and mortgagees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

2.2. Easements are hereby created over, across and upon the common sidewalk located on both Parcels for pedestrian ingress and egress to the Parcels and Townhomes, and it is intended that each Parcel shall perpetually have the benefit of and be burdened by easements for pedestrian ingress and egress over and upon the sidewalk as it currently exists.

2.3. Easements are hereby created for ingress and egress over and across the Parcels in such locations and to such extent as are reasonably necessary for the maintenance, repair, or replacement of any portion of each structure in accordance with the obligations of the owner or owners of each structure as are herein stated.

2.3 In the event that, by reason of the construction, settlement or shifting of any structures located on a Parcel, any such structure encroaches or shall hereafter encroach upon any portion of a Parcel which is not owned by the owner of the encroachment, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of the owner of such encroachment; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any owner if such encroachment is detrimental to or materially interferes with the reasonable use and enjoyment of the Parcel burdened thereby or if it occurred due to the willful conduct of the owner of such encroachment.

2.4. Utility Easements. An irrevocable license and easement is hereby granted to the authorized telephone company, Commonwealth Edison Company, NICOR, the City of Evanston, Illinois and all other public and private utilities serving the Parcels and any person providing cable television or other similar entertainment to the owners or to the Parcels, to go upon the the Parcels at any time and from time to time for the purpose of installation, maintenance and repair of all utility facilities under control of said utility company or which said utility company shall deem to require installation, maintenance or repair for the purpose of providing utility services to the individual Parcels, or to service and take readings of any utility meters (including water meters) located within or upon a Townhome or located on a Parcel.

Certain water pipes, gas lines, sanitary service, electric lines, utility meters and other utilities are designed to service the respective Parcels without respect to property lines, and it is intended that each Parcel shall perpetually have the benefit of and be burdened by easements of the continuance, maintenance and repair of said facilities as they now exist.

ARTICLE 3 PARTY WALL RIGHTS AND AGREEMENT

3.1 The dividing wall which straddles the boundary line between the two Townhomes shall at all time be considered a Party Wall, and each of the Owners of the

UNOFFICIAL COPY

Townhome and Parcel upon which any Party Wall shall stand shall have the right to use the Party Wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of said Townhomes and for the support of any building constructed to replace the same, and shall have the right to maintain in or on the Party Wall any pipes, ducts or conduits originally located therein or thereon, subject to the restrictions hereinafter contained. All maintenance and repair to that part of the Party Wall which is the surface of an interior wall of a Townhome or relates to utility lines, ducts, etc. solely for the benefit of a single Parcel shall be the responsibility of, and shall be paid for by, the Owner of said Parcel.

3.2 The owners or owners of each Townhome and Parcel shall maintain his or her own side of the Party Wall. In the event overall repairs to the wall are necessary, and which affect the structure or structural integrity of the wall, the cost of any such repairs shall be borne equally by the Owner(s) of each of the Townhomes. All such repair or rebuilding shall be done within a reasonable time, in a good and workmanlike manner with materials comparable to those used in the original wall and shall conform in all respects to the laws or ordinances regulating the construction of building in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall and it shall in all respects conform to the laws and ordinances regulating the construction of buildings in force at the time.

3.3 In the event that the Owners of the Parcels agree to build a fence separating the Parcels, the fence shall be built on the property line separating the Parcels. In the event that the Fence is in need of repair or rebuilding, the same shall be rebuilt in the same place and with the same materials (except that a material of similar or better quality may be used only with the mutual written consent of both Owners), as existed prior to the event giving rise to the need for repair or rebuilding.

3.4 The entire cost of repairing damage caused by the negligence or willful act or omission of one (1) Owner shall be paid for by that Owner. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and the other Owner who shared the use of the wall shall contribute to the cost of restoration thereof equally without prejudice to the right of any such Owner to call for a larger contribution from the other under any rule or law regarding liability for negligent or willful acts or omissions.

3.5 The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors and assigns in title.

ARTICLE 4 INSURANCE

4.1 Each Owner shall be responsible for, and shall maintain in full force and effect so long as they own the Parcel, Homeowner's Insurance on such Owner's

UNOFFICIAL COPY

Townhome in an amount not less than one hundred percent (100%) of its full insurable replacement cost. Such homeowner's insurance policy shall include, but not be limited to, coverage against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements for full replacement cost of the improvements on the Parcel. Each Owner hereby waives and releases any and all claims which he may have against any Owner, Declarant, and their respective employees and agents, for any damage to the Townhomes, or to any personal property located in such Owner's Townhome or Garage, caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance or would be covered by insurance for which such Owner is responsible pursuant to this Article 4.

4.2 All insurance provided for in this Article 4 shall be effected under valid and enforceable policies issued by insurance companies authorized and licensed to transact business in the State of Illinois and holding a current rating of not less than A/VIII according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service.

ARTICLE 5 GENERAL RESTRICTIONS

5.1 No part of a Parcel shall be used for other than housing, parking and related purpose for which the Parcels were designed. Each Townhouse shall be used as a residence for a single family and for no other purpose.

5.2 All exterior painting and decoration and roof, as well as all future replacements and repairs of all or any of the outside of the Townhouses, including the roof, shall conform in color, quantity, and quality to the present outside painting and decorating and roof, and any deviation therefrom may be made only with the mutual written consent of both Owners.

5.3 No Owner or occupant shall make any exterior architectural changes or additions to any Townhome, or Fence without prior written consent of the other Owner(s).

5.4 No Owner or occupant shall install canopies or awnings on his Townhome, or build or erect fences or other enclosures from or around the structure without the prior written consent of the other Owner(s).

5.5 Each Owner shall keep his or her Townhome in good condition and repair, shall not permit or commit waste upon his or her Parcel, and shall not commit waste upon or permit waste upon the other Parcel.

5.6 No Owner or occupant shall be permitted to erect any structure of a temporary character, tent, shack, or dog house on his or her Parcel at any time.

UNOFFICIAL COPY

5.7 No Owner or occupant shall be permitted to store any house trailer, camper, any other type of mobil home, or maintain an outdoor pool or hot tub on his or her Parcel.

5.8 No Owner or agent of an Owner shall obstruct, alter, or in any way modify the established drainage pattern from, on, or over either Parcel, nor shall any Owner or agent of an Owner obstruct, alter, or in any way modify any drainage tiles or scales, devices, or facilities installed in conformity with any municipal ordinance or regulation.

5.9 No noxious or offensive activity shall be carried on in any Townhome or any yard appurtenant thereto or on any part of the Parcel, nor shall anything be done therein (or thereon, as the case may be), either willfully or negligently which may be or become an annoyance or nuisance to the other Owner or Occupant.

5.10 Other than the structure or improvements erected or constructed upon the Parcels herein described and designated, or identical structures erected in replacement thereof, no exterior structures, entrances, or additions shall be built upon any portion of either Townhome or Parcel without the written consent of the other Owner(s). In the event of the demolition, destruction or condemnation of one but not both of the Townhomes, any Townhome constructed may only replace the Townhome that was demolished, destroyed, or condemned. In the event of the destruction, demolition or condemnation of both of the Townhomes, new construction must conform to the then existing laws and ordinances regulating the construction of buildings.

ARTICLE 6 MAINTENANCE AND REPAIR

6.1 Each Owner shall furnish and be responsible, at his own expense, for all of the maintenance, snow and ice removal, landscaping, repairs and replacements for his Parcel and Townhouse and shall keep his Parcel and Townhouse in good condition and repair. This obligation shall include the maintenance, repairs and replacements of all exterior surfaces of a Townhouse, including windows, doors, chimneys, decks and other Improvements located on the Parcel owned by an Owner. In the event any Townhouse is damaged or destroyed, the owner shall replace, repair and/or restore the Townhouse to substantially the same condition and appearance as existed prior to such damage or destruction. All maintenance, repairs and replacements that are the responsibility of the individual Owners shall be in compliance with Article 5 of this Agreement.

6.2 The maintenance, repair, replacement and decorating of the common structures and improvements, including but not limited to the building exterior and roof, necessarily concerns and affects the Owners of both of the respective Parcels, both economically and aesthetically. In the event that any common structure or improvement shall require repair, maintenance, decorating, replacement or change, in order to maintain the uniform appearance of the entire structure (Parcel 1 and Parcel 2), the Owners shall agree, which agreement shall be in writing, on the necessity for any such repair, maintenance, decorating, replacement or change, as well as the method, means and costs with respect thereto. One-half (1/2) of such expense shall be paid by each of the Owners

UNOFFICIAL COPY

or their respective successors in interest. In the event that all of the expense is incurred and paid by one of the parties and such expense was the subject of a written agreement, then one-half (1/2) of such expense shall stand as a lien in favor of the party to whom such expenses are owed and against the interest of the party owing such expense and his or her successors in interest until such expenses are paid. The remedies set forth herein are exclusive, except to the extent either party may seek to collect any amounts due and owing from time to time by any appropriate action at law.

In the event of an emergency requiring immediate attention to prevent further damage or impairment to any common structure or improvement, and one of the Owners is unavailable, the Owner who is available shall take immediate action to abate the situation that gave rise to the emergency. One-half (1/2) of all costs incurred to abate the emergency shall be paid by each of the Owners or their respective successors in interest.

6.3 In the event that the Owners cannot agree on the necessity, method, means, or costs of any contemplated repair, replacement, maintenance, or decorating project, any such disagreement, controversy, dispute, or question shall be resolved by arbitration conducted in accordance with the then existing rules of the American Arbitration Association, and any such resolution shall be binding upon the Owners.

6.4 The Owner or Owners of each Townhome shall be responsible for the maintenance, repair or replacement of that portion of the common roof and gutter system as is located upon or attached to each such Townhome. All such maintenance, repairs and replacements shall be in compliance with Article 5 of this Agreement and shall maintain the uniform appearance of the entire building.

6.5 Each Owner shall be responsible for the maintenance and replacement of any sidewalk or driveway on or appurtenant to his or her Parcel. Whenever any sidewalk or driveway shall be repaired or rebuilt, it shall be erected on the same line and be of the same size and the same or similar materials and of like quality as the existing sidewalk and driveway and shall conform to existing building codes then in force. A sidewalk or driveway that is partly on both Parcels, shall be maintained in good condition and repair, including replacement when necessary, by the Owners of both Parcels with each Owner responsible for payment of one-half (1/2) the cost of such maintenance repair and replacement.

6.6 Each Owner shall be responsible for the maintenance and replacement of the lawn and landscaping on his or her Parcel. All landscaping on the Parcels shall be uniform, and any changes or additions to the landscaping with respect to the planting, removal or replacement of shrubbery or trees on any Parcel shall be made only with the *written* consent of the Owner of the other Parcel.

ARTICLE 7 GENERAL PROVISIONS

UNOFFICIAL COPY

7.1 All easements herein described are easements appurtenant, running with the land; all covenants, restrictions, obligations, and party wall rights and agreements recited herein likewise run with the land. They shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, assigns, successors, and personal representatives, perpetually in full force and effect.

7.2 If any Owner or Occupant fails to maintain or repair his respective Parcel as herein provided, the other Owner shall, ten (10) days following written demand to the other Owner to perform such maintenance or repair, have the right to seek an order in the circuit Court of Cook County, or other appropriate court of competent jurisdiction, to require the defaulting Owner to take corrective or remedial action. The party bringing such action shall be entitled to recover all costs and attorney's fees in such proceedings. It is the intent of the Declarant that the rights created herein shall be most liberally construed toward the maintenance of the entire project in such condition so as not to cause the value of the property as a whole to be diminished.

7.3 Enforcement by any Owner of the easements, covenants, restrictions, rights and agreements in this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any easement, covenant, restriction, right or agreement, to restrain violation and/or recover damages, and against the land to enforce any lien created by these covenants. The violation of any restriction, condition, right or agreement herein contained, shall give the other Owner the right, in addition to all other rights herein set forth, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any violation or breach. An Owner determined to have violated this Declaration shall reimburse the other Owner for its costs of enforcement including, but not limited to, reasonable attorneys' fees and expenses.

7.5 Each grantee of the Owner, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, liens and charges and jurisdiction, rights and powers of the Owner or Owners, and all rights, easements, covenants, burdens, uses and privileges of every character hereby granted, created, reserved or declared. All impositions and obligations hereby imposed shall bind any person having at any time any interest or estate in such 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.

7.6 No obligations or restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of how many violations or breaches may occur.

7.7 The invalidity of any obligation or restriction hereby imposed, or of any provision hereof, or of any part of any provision, obligation or restriction, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

UNOFFICIAL COPY

**EXHIBIT A
TO
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND PARTY WALL RIGHTS
AND AGREEMENT**

LEGAL DESCRIPTION OF PARCELS

PARCEL 1:
LOT 95 IN BLOCK 3 IN J.S. HOVLAND EVANSTON SUBDIVISION OF THE
SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 41
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY ILLINOIS.

PIN: 10-13-117-048-0000
PROPERTY ADDRESS: 1828 HOVLAND COURT, EVANSTON, IL 60201

PARCEL 2:
LOT 94 IN BLOCK 3 IN J.S. HOVLAND EVANSTON SUBDIVISION OF THE
SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 41
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY ILLINOIS.

PIN: 10-13-117-049-0000
PROPERTY ADDRESS: 1826 HOVLAND COURT, EVANSTON, IL 60201

UNOFFICIAL COPY

**EXHIBIT B
TO
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND PARTY WALL RIGHTS
AND AGREEMENT**

PLAT OF SURVEY

See attached

Property of Cook County Clerk's Office

PERMANENT INDEX NUMBERS: 10-13-117-049-0000 and 10-13-117-048-0000

Attached only to original Declaration recorded with the Recorder of Deeds of Cook County, Illinois.

R. R. Hansen
Illinois Professional Land
Surveyor Association
Member in Good Standing
Surveying and Mapping
National Society of
Professional Surveyors

PLAT OF SURVEY UNOFFICIAL COPY

B.H. SUHR & COMPANY, INC.

840 CUSTER AVENUE, EVANSTON, ILLINOIS 60202; TEL. (847) 864-6315; FAX (847) 864-9341
E-MAIL: SURVY@RRBSUHR.COM

ES: 158
PL: 158
PROF: 158
L: 104-00271

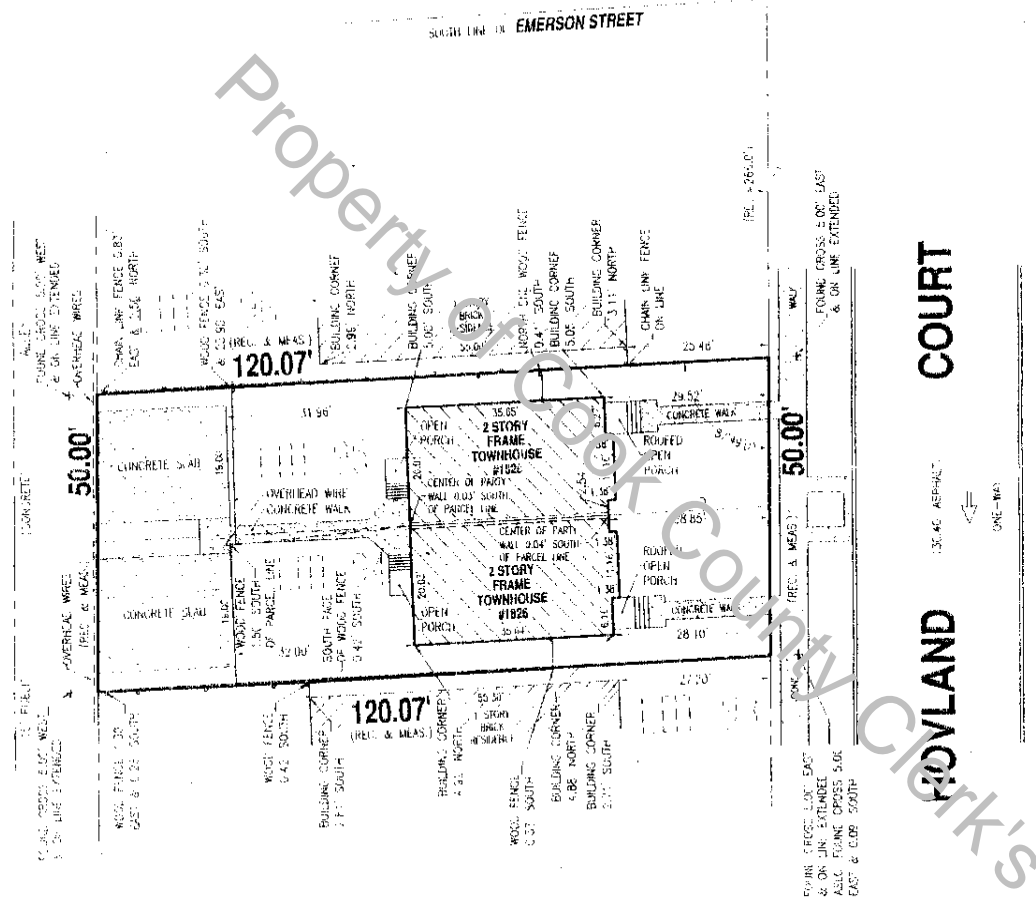
LOCATION 1826-1828 HOVLAND COURT ORDER NO. 14-03-A EVANSTON, ILLINOIS JANUARY 7, 2014
ORDERED BY BRINSHORE DEVELOPMENT, LLC

Legal Description:

PARCEL 1: Lot 95 in Block 3 in J. S. Hovland's Evanston Subdivision of the Southeast Quarter of the Northwest Quarter of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Lot 94 in Block 3 in J. S. Hovland's Evanston Subdivision of the Southeast Quarter of the Northwest Quarter of Section 13, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1826 & 1828 Hovland Court; Evanston, Illinois.



SITE NOTES:
Area = 5,889 sq ft

GENERAL NOTES:
The description on this plat was provided to us by the client, and does not guarantee ownership, and should be compared to your Deed, Abstract or Certificate of Title.

All building restrictions, building lines and easements may or may not be shown, check your Deed, Abstract, Title Report, and local ordinances, no responsibility is assumed by Surveyor.

Compare all points before building by same and report any discrepancy at once.

Dimensions are shown in feet and decimal parts thereof, no dimension is to be assumed by scaling.

FIELD MEASUREMENTS COMPLETED JANUARY 7, 2014
STATE OF ILLINOIS / COUNTY OF COOK } 99

This is to certify that a survey of the above described property was performed under my supervision and that the above plat correctly represents said survey. This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

By *Raymond R. Hansen* Date *January 7, 2014*

Raymond R. Hansen
Illinois Professional Land Surveyor No. 035-002642
License Expiration Date 11/30/14

GRAPHIC SCALE
SCALE: 1" = 20 FT



Exhibit "B"