

follows:

the said parcels are legally described more particularly as identified or designated as Unit I and Unit II, and that all of the present instrument is, at the times herein referred to, described solely for convenience and identification thereof in WHEREAS, each of the parcels of real estate hereinafter

as Unit I, all as hereinafter described; and dwelling parcel hereinafter mentioned and identified on the said parking parcel having stall belonging to and related to the adjacent to and parallel to the north line of lot six aforesaid, referred to as "parking parcel" opening on to alley located

a parking site, said parcel so intended being hereafter sometimes included as more particularly described hereafter is intended as WHEREAS, one of the said parcels of real estate herein

Exhibit "I" hereof; and on plat attached hereto and made a part hereof and identified as residence erected on a separate dwelling parcel, all as depicted

"town houses", each town house being a single family private "dwelling parcels" upon which there has been erected so-called sites, said parcels so intended being hereinafter referred to as hereinafter more particularly described are intended as dwelling

WHEREAS, certain of the said parcels of real estate as

05-28-88-316-015-180  
Lot 6 in Block 2 in North Shore Crest Subdivision No. 1, part of the East 1/3 of Lots 9, 10, and 11, except the North 77 feet of Lot 9 of Lauerman's subdivision of the South 100 acres of the Southwest (1/4) quarter of Section 28, Township 42 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois; and

estate hereafter described, located in Cook County, Illinois;

the holder of the legal title to all of the parcels of real

corporation, hereinafter referred to as Owner and Declarant, is

WHEREAS, HOWARD SAVINGS AND LOAN ASSOCIATION, an Illinois

DECLARATION OF EASEMENTS

AND

TOWN HOUSE DECLARATION

MAR 5 - 1987

\$27.00

PLAT WITH THIS DOCUMENT

87121093

7-10-0089  
PLAT 3/5/87

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Box 338

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MAY 2 - 1988

GENERAL DOCUMENT  
WITH THIS

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ASSOCIATION does hereby declare that the following rights, easements, covenants, uses and privileges shall and do

NOW, THEREFORE, the said HOWARD SAVINGS AND LOAN

hereinafter set forth:

subject to the rights, easements, burdens, uses and privileges the benefits of and shall hold their said individual parcels

any interest therein now or hereafter shall at all times enjoy

purchasers, owners, mortgagees thereof, and all persons acquiring

the parcels so improved, and desires and intends that the several

intends to sell and will sell, convey and mortgage come or all of

WHEREAS, the said HOWARD SAVINGS AND LOAN ASSOCIATION

That part of Lot 6 in Block 2 in North Shore Crest Subdivision No. 1, part of the East 1/3 of Lots 9, 10 and 11, except the North 77 ft. of Lot 9 of Lauerman's Subdivision of the South 100 acres of the Southwest quarter of Section 28, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at a point on the East line of said Lot 6, 62.71 ft. North of the Southeast corner thereof; thence West to a point on the West line of said Lot 6, 62.60 ft. North of the Southwest corner thereof; thence South on said West line to the Southwest corner thereof; thence East on the South line of said Lot 6, 62.60 ft. North of the Southeast corner thereof; thence North 20 ft. of the West 19.45 ft. of said Lot 6.

UNIT 2

That part of Lot 6 in Block 2 in North Shore Crest Subdivision No. 1, part of the East 1/3 of Lots 9, 10 and 11, except the North 77 ft. of Lot 9 of Lauerman's Subdivision of the South 100 acres of the Southwest quarter of Section 28, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at a point on the East line of said Lot 6, 62.7 ft. North of the Southeast corner thereof; thence West to a point on the West line of said Lot 6, 62.60 ft. North of the Southwest corner thereof; thence North on said West line, 47.40 ft. to a point 20.0 ft. South of the Northwest corner of said Lot 6; thence East parallel to the North line of said Lot, 19.45 ft.; thence North parallel to the West line of said Lot, 20.0 ft. to the Northeast corner of said Lot; thence South on the East line thereof, 67.29 ft. to the place of beginning.

UNIT 1

0 7 1 2 1 0 9 3

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exist at all times hereafter among the several owners, purchasers or mortgagees of the said parcels of real estate in this instrument described in the manner and to the extent herein set forth, and that the declarations contained herein shall be binding upon and inure to the benefit of each and every such parcel in this instrument described:

(1) The dividing wall which straddles the boundary line between the two houses shall at all times be considered a party wall. The cost of maintenance, repair or replacement of said party wall shall be borne equally by the owners of the town houses served thereby.

(2) The owner or owners of each town house shall be responsible for the maintenance, repair or replacement of that portion of the common roof and gutter system as is located or installed upon or attached to such town house.

(3) Easements for ingress and egress and for the installation, use, maintenance, repair and replacement of public utilities including sewer, gas, electricity, telephone and water lines for the use of the parcels hereinafter designated and described are hereby created over, under and across the parcel in such areas and locations in accordance with the plat of survey which is attached to and made a part of this Declaration. Said easement shall be used in common by the present and future owners, occupants and mortgagees of, and all persons now or hereafter acquiring any interest in the respective parcels hereinafter described.

(4) Any and all other facilities of any kind presently existing or hereafter installed, designed for the common use of the dwelling parcels, shall be perpetually used in common by such dwelling parcel owners or occupants.

(5) Other than the structures or improvements erected or constructed upon the said dwelling or parking parcel herein described and designated, or identical structures erected in

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IN SENATE  
JANUARY 11, 1900

REPORT  
OF THE  
COMMISSIONERS OF THE LAND OFFICE  
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE  
MAY 1, 1899

ALBANY:  
ANDREW B. HART, STATE PRINTER,  
1899

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replacement thereof, no exterior structures, entrances or additions or additional buildings shall be built upon any portion of the hereinabove described parcels.

All outside painting and decorating of said several dwelling parcels shall conform in color and quality to the outside painting and decorating of the other dwelling parcel.

(6) All easements herein described are easements appurtenant, running 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, successors, personal representatives or assigns, perpetually in full force and effect. So much of the utility easement as located in the northwest corner of the said parcel for electrical and telephone service consists of an easement over the parcel so as to permit access to a utility pole located at that corner. Said overhead easement shall at all times be located at such height so as not to interfere with the use of that portion of the parcel as an area for the parking of passenger type automobiles.

To the extent that the owner should in the future elect to install underground utility service, all such lines shall be located within areas three feet from the west line of the said parcel.

(7) Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

(8) Located on Unit 2 at a site more particularly set forth on the plat attached thereto is compressor equipment which services the Unit 1 parcel. An easement is hereby created for the purpose of locating, maintaining, repairing, servicing and replacing the foresaid compressor equipment at its present location together with an easement over so much of the adjoining

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property as may be necessary for the purpose of securing ingress and egress to said compressor unit for the servicing of the said unit as aforesaid.

(9) It is intended and understood that real estate taxes are to be separately taxed to each unit owner for his parcel. In the event that, for any year, such taxes are not separately taxed to the individual unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof on a basis of the percentage of the full tax bill to the percentage as set forth in the protraction statement given at closing.

(10) There shall be reserved a right to place a sign or signs offering units for sale across so much of the property fronting on Lake Street as is reasonable and necessary for the benefit of the owner as well as all subsequent owners who may desire to sell their units. Owner shall have the absolute right to locate the sign or signs and make all determinations with respect to the said signs. However, after the sale by owner of the last unit, subsequent owners shall have the right to locate signs provided that such signs shall be limited to not more than 900 square inches.

(11) Sidewalks, Entrance Ways and Parking Garages. In the event that it shall become necessary to repair or rebuild any portion of a common sidewalk, driveway, and garage approach, the expense of such repairing or rebuilding shall be borne equally by the owners. Whenever any sidewalk, or driveway, whether it is common or private, 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 or driveway and it shall conform to existing building codes then in force.

(12) Landscape. All landscaping on the parcel shall be uniform, and any changes or additions made shall be made only with the consent of the co-owner and shall be in conformity with the landscaping of the entire project.



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(a) Each owner shall, at his own expense, cause his lawns and shrubbery to be sprinkled at least as often as weekly from May 1st to November 1st. The foregoing shall also be applicable to the parkway adjacent to and lying west and north of these premises.

(b) Each owner shall be responsible for the replacement of landscaping and the maintenance of the lawn.

(c) Neither owner shall cause or allow to be erected on his property any fence or plant or cause to be planted any trees, shrubbery or vegetation on or near any boundary line of his property excepting the rear or service area thereof so as to create a barrier or create a division between his lot and the other lots.

(13) Other Maintenance, Alterations and Additions.

(a) All exterior painting and decorating, as well as all future replacements and repairs of all or any part of the outside of the said building, shall conform in color, quantity and quality to the present outside painting and decorating.

(b) No owner or occupant shall make any exterior architectural changes or additions to any dwelling unit.

(c) No owner or occupant shall install canopies or awnings on the unit, or build enclosures for the front of the structure.

(d) No owner or occupant shall be permitted to erect or alter the porch for the front entrance.

(e) No owner or occupant shall be permitted to erect any structure of a temporary character, tent, shack, dog house, or any other outside building on his parcel or lot at any time.

(f) No owner or occupant shall be permitted to store any house trailer, camper, any other type of mobile home, or boat on his parcel or maintain an outdoor pool or hot tub.

(14) Failure to Maintain or Repair. If any owner or occupant fails to maintain or repair his respective town house as herein provided, then ten days following written demand from

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the owner of the other unit, the said other owner shall have a

right to seek an order in the Chancery Court to require the

defaulting owner to take corrective or remedial action. The

party bringing such action shall be entitled to recover all costs

in such proceedings, including attorney's fees. It is the intent

of the Declarant that the rights created herein shall be most

liberally construed toward the maintenance of the entire parcel

in such condition so as not to cause the value of the property as

a whole to be diminished.

(15) Binding Effect. Each grantee of the owner, by the

acceptance of a deed of conveyance, or each purchaser under

Articles of Agreement for a Warranty or Trustee's Deed, accepts

the same subject to all restrictions, conditions, covenants,

reservations, easements, liens and charges, and the 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.

(16) No Waiver of Obligations or Restrictions. 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.

(17) Severability. The invalidity of any obligation or

restriction hereby imposed, or of any provision hereof, or of any

part of such provision, obligation or restriction, shall not

impair or affect in any manner the validity, enforceability or

effect of the rest of this Declaration.

(18) Modification. There shall be no modification of

the foregoing restrictions within five (5) years of the date

hereof. Any such change as thereafter made or modification shall

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1987 MAR -5 AM 11:05

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HOWARD SAVINGS AND LOAN ASSOCIATION

By [Signature]  
President

[Signature]  
Secretary

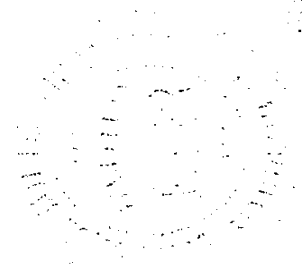
ATTEST:

be binding upon and inure to the benefit of the heirs, succes-  
sors, administrators, assigns, or grantees of each of the owners  
and occupants of the several parcels and any other person or  
corporation that acquires any interest therein.  
(19) Rights of Owner Prior to Conveyances. Until such  
time as the owner conveys by deed the various parcels on which  
dwelling units are constructed, the owner shall have all the  
rights and prerogatives as hereinbefore established.  
IN WITNESS WHEREOF, HOWARD SAVINGS AND LOAN ASSOCIATION,  
an Illinois corporation, has caused these presents to be signed  
by its President and its corporate seal to be hereunto  
affixed and attested by its Assistant Secretary, this 2nd  
day of March, A.D. 1987.

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*Handwritten signature*

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BOX 333

P.T.N.:

John C. Dugan  
Attorney at Law  
1000 Skokie Boulevard  
Wilmette, Illinois 60091

Prepared by:

My commission expires:

7-25-88

Notary Public

*Charlotte E. Grant*

day of

*March*

A.D. 1987.

GIVEN under my hand and notarial seal, this

*2nd*

set forth.  
SAVINGS AND LOAN ASSOCIATION, for the uses and purposes therein  
voluntary act and as the free and voluntary act of said HOWARD  
AND LOAN ASSOCIATION to said instrument as her own free and  
ASSOCIATION, did affix the corporate seal of said HOWARD SAVINGS  
custodian of the corporate seal of said HOWARD SAVINGS AND LOAN  
said Secretary then and there acknowledged that she, as  
ASSOCIATION, for the uses and purposes therein set forth; and the  
free and voluntary act of said HOWARD SAVINGS AND LOAN  
said instrument as their own free and voluntary act and as the  
day in person and acknowledged that they signed and delivered the  
and Assistant Secretary, respectively, appeared before me this  
subscribed to the foregoing instrument as such <sup>its</sup> President,  
personally known to me to be the same persons whose names are  
Secretary of said HOWARD SAVINGS AND LOAN ASSOCIATION, who are  
and <sup>Alice Satun</sup>

President of

HOWARD SAVINGS AND LOAN ASSOCIATION

DO HEREBY CERTIFY, that

John G. Prodromos

a Notary Public in and for said County, in the State aforesaid,

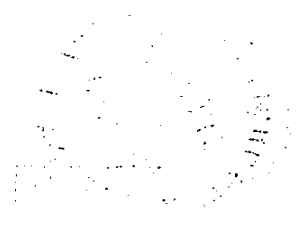
*Charlotte E. Grant*

STATE OF ILLINOIS )  
) SS )  
) COUNTY OF COOK )

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Grantor reserves unto itself, its successors and assigns, as easements appurtenant to the remaining parcel described in said Declaration the easements thereby created for the benefit of the remaining parcel described in said Declaration and the right to grant said easements in the conveyance or mortgage of said remaining parcel and the parties hereto, for themselves, their heirs, successors and assigns, hereby covenant to be bound by the covenants and agreements in said Declaration set forth in said Declaration as covenants running with the land.

Grantor grants to the Grantee, its heirs, successors and assigns as easements appurtenant to the premises hereby conveyed, the easements created by the said Declaration for the benefit of the owner of the parcel of real estate herein described.

Subject to: general taxes for the year 1986 and subsequent years; private, public and utility easements; Townhouse Declaration and Declaration of Easements dated March 2, 1987 and recorded March 5, 1987 as Document Number 87121093.

Declaration. and as set forth on the Plat of Survey attached as Exhibit 1 to said

Easements appurtenant to and for the benefit of Parcel 1 as set forth in the Townhouse Declaration and Declaration of Easements dated March 2, 1987 and recorded March 5, 1987, as Document Number 87121093

Parcel 2:

That part of Lot 6 in Block 2 in North Shore Crest Subdivision No. 1, Lot 9 of Lauerman's Subdivision of the South 100 acres of the Southwest quarter of Section 28, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at a point on the East line of said Lot 6, 62.71 feet North of the Southeast corner thereof; thence West to a point on the West line of said Lot 6, 62.60 feet North of the Southwest corner thereof; thence North on said West line, 47.40 feet to a point 20.0 feet South of the Northwest corner of said Lot 6; thence East parallel to the West line of said Lot, 19.45 feet; thence North parallel to the West line of said Lot, 20.0 feet to the North line thereof; thence East 32.65 feet to the Northeast corner of said Lot; thence South on the East line thereof, 67.29 feet to the place of beginning.

Parcel 1:

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