

UNOFFICIAL COPY

PLEASE READ THIS DOCUMENT

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS
AND PARTY WALL RIGHTS
FOR
WILLOW TOWNHOUSES

88376889

THIS Declaration is made this 1st day of August, 1988 by BANK OF RAVENSWOOD, as Trustee under trust agreement dated July 25, 1988 and known as Trust 25-9412, (the "Declarant").

RECITALS

The Declarant is the owner in fee simple of the tract of land in the City of Chicago, Cook County, Illinois, described on Exhibit "A" attached hereto, said land being referred to as the "Town Houses" or "Lot" or "Lots".

The Town Houses consist of seventeen (17) single family residences, having one or more party walls, located on Lots 119-125 and bearing common addresses of 1713-1733 North Bissell, 1724-1728 North Fremont, and 901-905 West Willow, Chicago, Illinois, and more fully described on Exhibit "A";

Substantial sums of money have been expended by Declarant to create an architectural style and design for consistency and compatibility of the Town Houses to each other and to the remainder of the neighborhood in general.

The Declarant intends to convey the Town Houses to individual or multiple purchasers who will accept title to said real estate subject to the terms and conditions of this Declaration.

The purposes of the Declaration are as follows:

- A. To provide for the conservation of the values and amenities of the Town Houses, and for the creation of the rights of way and easement areas.
- B. To provide for the conservation and enhancement of the values of all residences comprised by the Town Houses; and for the conservation of the integrity, character and architectural uniqueness of said residences.
- C. To establish the terms of party wall agreements relative to the shared walls of the Town Houses.

71-0967 DB ML 13

88376889

UNOFFICIAL COPY

8 3 7 6 3 3 9

NOW, THEREFORE, the Declarant hereby declares that the Town Houses shall hereafter be held, transferred, sold, conveyed, occupied, mortgaged and encumbered subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with the land and be binding on all parties having any interest in the Town Houses or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I

1.1 MEANINGS: As used herein (unless the context shall prohibit), the following words shall have the following meanings:

(a) Declarant: BANK OF RAVENSWOOD, as trustee under trust agreement dated July 25, 1988 and known as Trust 25-9112.

(b) Town Houses: The seventeen (17) residences.

(c) Plat: The survey attached hereto as Exhibit "B".

(d) Party Wall: The demising wall which exists between two (2) Town Houses.

(e) Dwelling Units: One (1) housing unit or residence in each Town House, consisting of a group of rooms within the demising walls.

(f) Occupant: A person or persons in lawful possession of a dwelling unit.

(g) Guest: An invitee or visitor of any occupant of a dwelling unit.

(h) Owner: A record owner, whether one or more persons or entities (including the Declarant), of a fee simple title to any lot upon which a Town House is constructed, but excluding those having such interest merely as security for the performance of an obligation. In the event title to any Lot is held in a Land Trust, the owner shall mean beneficiary(s) of the Land Trust.

(i) Interior Sidewalk Area: This area shall include all interior sidewalks not on city property providing common circulation among the Town Houses and shall include the triangular landscaped area bounded by the interior sidewalks, all as delineated on the Plat.

88376889

1.2 EXCLUSION: This Declaration specifically excludes any reference to common areas, associations, assessments, or by-laws. The Town Houses which are subjected to this Declaration are considered to be fee simple units with no shared land or common elements and the purpose of this Declaration is limited solely to the matters set forth herein as they relate to easements, party walls and restrictions.

A R T I C L E II

2.1 INTERIOR SIDEWALK AREA EASEMENT: An easement is hereby declared and granted for the benefit of the Owners and their Guests for the right of use and enjoyment, and right of access to and of ingress and egress on, over, across, in and upon the Interior Sidewalk Area. All Owners shall be charged with the responsibility and proportionate sharing of the maintenance of the Interior Sidewalk Area, as the need may arise as determined by the Town House owners.

2.2 GAS EASEMENT: An easement has been granted, by separate document, to the People's Gas, Light & Coke Company under a separate agreement. Said easement is for the purpose of laying and maintenance of pipe and other mechanical apparatus and providing gas services to the Town Houses.

2.3 ELECTRIC EASEMENT: An easement has been granted, by separate document, to Commonwealth Edison Company, under a separate agreement. Said easement is for the purpose of laying and maintenance of poles, cables, conduits, and other apparatus and providing electrical service to the Town Houses.

2.4 MISCELLANEOUS UTILITIES: Where any pipes, wires, conduits and public utility lines lie within the boundaries of a Town House lot, any portions thereof servicing only that lot shall be deemed a part of that lot. Each Town House has been provided with its own water, sewer, electric and telephone service. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits, wires and equipment, over, under, along and on any part of the Town House Lots, as they exist on the date of the recording hereof.

2.5 CITY OF CHICAGO EASEMENT. An easement is hereby granted to the City of Chicago to go upon the Town House Lots at any time for the purpose of maintenance, replacement and repair of water, sewer and any other facilities as may be under the control of the said City.

2.6 CONSTRUCTION EASEMENT: Declarant reserves for itself and each owner an easement and right to overhang and encroach upon, over and on any portion of adjacent Town Houses with a roof, portion, retaining wall or other projection appurtenance or fixture to any building situated on a lot as the same exists on the date of the recording hereof, but not otherwise, together with the right to go upon

98376889

UNOFFICIAL COPY

88376889

each such portion of an adjacent Town House for the purpose of reconstructing, repairing, maintaining, inspecting or replacing such roof, portico, retaining wall or other projection, appurtenance or fixture to any such building. In the event that, by reason of the construction, settlement or shifting of any building as originally constructed or as now existing, any part of a residential unit encroaches or shall hereafter encroach upon any part of or any Town House Lot, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one Town House Lot encroach or shall hereafter encroach upon any part of any Lot, valid easements for the maintenance of such encroachment, are hereby established and shall exist for the benefit of such Lot, so long as all or any part of the building in which such Town House is located shall remain standing, provided, however, that in no event shall a valid easement for any encroachment be created in favor of any owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the adjacent Town Houses by the other owners and if it occurred due to the willful conduct of any owner.

2.7 EASEMENT IN PERPETUITY: All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

2.8 REFERENCE TO EASEMENTS: 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 Declaration, shall not be required, but any such reference in an instrument, if contained therein, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustee of such parcels as fully and complete as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE III

3.1 EXTERIOR: Declarant has taken great care and expended substantial sums to create an architectural design and style reflecting continuity of the Town Houses with each other and the neighborhood in general. Accordingly, any structural or physical alterations or modifications to the exterior or structure of the Town Houses is expressly prohibited. This prohibition includes, but is not limited to, the masonry and wooden portions, as well as doors, windows and roof lines.

3.2 ADDITIONS: No additions or structures or other enclosures may be constructed on the Town Houses which affect the front elevations of the Town Houses.

88376889

UNOFFICIAL COPY

3 0 3 7 6 3 8 9

3.3 INSURANCE: No owner shall permit anything to be done or kept in his Town House which will result in the increase in the rate charged or the cancellation of any insurance carried by another Town House owner, or which would be in violation of any law.

3.4 NOXIOUS USE: Nothing shall be done in any Town House of a noxious or offensive nature, nor shall any outside lighting or loudspeakers or other sound producing devices be used which will interfere with the quiet use and enjoyment of other adjacent Town House owners. Town House owners shall be prohibited from using the rooftop areas of the Town Houses for open fires, barbecues, or other flammable uses. Waste shall be kept in sanitary containers. The interior and exterior of the Town Houses shall be maintained by the owner in a clean, sanitary and attractive condition. Owners shall also maintain, cultivate and keep in good condition all trees, grass, shrubs and other landscaping.

ARTICLE IV

4.1 DESCRIPTION: Each Town House has either one (1) or two (2) party walls constructed of masonry comprising the side demising walls of the dwelling unit. The wall separating one Town House from another is herewith declared as a party wall. The Declarant herewith sets forth rights, duties and obligations in connection with said party walls.

4.2 DECLARATION:

A. The party wall separating two (2) Town Houses shall be for the exclusive use and benefit of the Town Houses which share said wall, their respective owners, heirs, legal representatives, successors and assigns subject to the terms of this Declaration.

B. Each of the owners of the Town Houses sharing a party wall may use said party wall in any manner which shall not materially interfere with the use and enjoyment thereof by the other.

C. Any and all costs and expenses necessary for the maintenance and preservation of the party wall in good condition and repair shall be borne equally between the Town House owners who share said party wall; provided, however, that if at any time, the Town House on one side of the party wall has been removed, the owner of the Town House that shared said wall which remains shall bear the sole costs of so maintaining and preserving the party wall after the owner of the Town House which was removed has performed the necessary construction to allow said remaining wall to be a proper exterior wall in accordance with requirements of the City of Chicago then in affect.

88376889

D. Declarant hereby sets forth that if it shall hereafter become necessary or desirable to repair or replace the whole or any portion of a party wall, the expense of such repairing or rebuilding shall be shared equally by the Town House owners who share said party wall, and whenever the party wall or such portion thereof shall be rebuilt, it shall be erected in the same location and on the same line, and be of the same size, and the same or similar material, and of like quality with the present party wall, but become an exterior wall, then in that case, the material and quality shall be similar to the material and design of other exterior walls on the Town Houses.

Notwithstanding anything herein contained to the contrary, it is further agreed that in the event of damage or destruction of a party wall from any cause, other than the negligence of either of the Town House owners sharing said party wall, and other than on account of fire or other casualty to one of the Town Houses sharing said party wall, either of the parties sharing said party wall shall have the right to repair or rebuild the party wall, and (i) the expense thereof shall be apportioned as hereinabove provided, and (ii) each Town House owner shall have the full use of the party wall so repaired or rebuilt. If damage to or destruction of the party wall shall have been caused by loss by fire or other casualty to the property of, or by the negligence of one party sharing said party wall, such party shall bear the entire cost of repair or rebuilding. If either party sharing said party wall shall neglect or refuse to pay his share as aforesaid, the other party may have the party wall repaired or rebuilt and, in addition to any other remedy available to him by law, shall be entitled to have a mechanic's lien on the premises of the party so failing to pay in the amount of such defaulting party's share of the repair or rebuilding cost. Any repairing or rebuilding done hereunder shall be performed timely and in a good and workmanlike manner, and to the extent possible, accomplished without interruption to the normal usages of the Town Houses which share said party wall.

E. Each Town House owner sharing a party wall is licensed by the other Town House owner who shares said wall, upon reasonable notice and proof of need, to enter upon the other party's premises for the limited and express purpose of erecting, repairing or rebuilding the party wall as hereinabove provided; provided, however that no such erecting, repairing or rebuilding shall impair or diminish the then existing structural integrity of the other's Town House.

F. All references to party walls contained herein shall also apply to the gutters, scuppers and downspouts which run along, upon or within said party walls, and the portion of this Declaration relating to party walls shall also relate to said gutters, scuppers, and downspouts as well.

88376889

G. In the event the Townhouse of one party is no longer connected to the party wall, the other owner, at such time as it removes and disconnects its Town House from the party wall, shall demolish and remove the party wall at its sole cost and expense, leaving said wall in a suitable condition to remain as an exterior wall, and then and thereafter this party wall agreement shall terminate and neither party shall have any right, duty or obligation hereunder (except to fulfill his obligations hereunder which shall have accrued up to and including the date of such termination).

H. The benefits and burdens of the covenants herein contained shall annex to and be construed as covenants running with the aforesaid parcels or Lots herein described and shall bind the respective parties hereto and their respective heirs, legal representatives, successors and assigns. Nothing herein contained, however, shall be construed to be a conveyance by either party of his respective rights in the fee of the real estate on which the party wall shall stand.

I. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to neglect or willful acts or omissions, shall apply thereto.

4.3 FENCES: The cost of reasonable repair, maintenance and restoration of a fence on the dividing line between any two (2) adjacent lots upon which Town Houses are constructed, or near the dividing line and visually appearing to separate said lots, shall be shared equally by the owners of the lots irrespective of the ownership of the fence, subject however, to the right of an owner to call for another owner to pay a greater share under any rule of law regarding liability for negligence or willful acts or omissions.

ARTICLE V

5.1 RECONSTRUCTION: In the event that any Town House shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the owner thereof shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as reasonably possible, to the condition as near as possible in which such property was immediately prior to such damage or destruction.

5.2 INSURANCE: To assure the prompt repair, restoration or rebuilding of any Town House damaged or destroyed by fire or other casualty, each owner shall maintain in full force from time to time, insurance covering the Town House owned by him, consisting of, or providing all the protections afforded by, at least, the insurance now generally described as fire, extended coverage, vandalism and malicious

88376839

UNOFFICIAL COPY

3 3 / 6 3 3 9

mischief, to 100% of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation.

ARTICLE VI

6.1 NON-WAIVER OF COVENANTS: No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6.2 SUCCESSORS AND ASSIGNS: Each grantee of the Declarant, and each subsequent grantee, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts said deed or contract subject to all restrictions, conditions, covenants, easements, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and shall be deemed to have agreed to perform all undertakings and to be bound by all agreements and covenants imposed on him by this Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the property, and shall inure to the benefit of such grantee or purchaser in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance. All rights granted specifically to Declarant under this Declaration shall be binding upon the successors and assigns of Declarant, provided, however, that the owners shall not be deemed to be the successors and assigns of Declarant for purposes of this paragraph.

6.3 ENFORCEMENT: If a violation on the part of any owner of any of the restrictions, covenants, terms or conditions of the Declaration to be kept, observed or performed by him and will or is likely to result in damages which are irreparable or impossible of ascertainment, then any other owner is hereby granted the right to prevent or remedy any such threatened or actual violation on the part of any owner, or the further continuation of any such violation, as the case may be, by means of injunctive proceedings or other legal remedies. The various rights and remedies herein granted shall be in addition to all other rights and remedies which may be available. All said rights and remedies may be exercised either concurrently or consecutively or partly concurrently and partly consecutively as the case may be.

6.4 SURVIVAL: If any term, provision, covenant, easement, agreement or condition in this Declaration shall be or be held invalid, whether in general or as to any particular situation or circumstance, the remainder of this Declaration and the applicability to any other situation or circumstance, as the case may be, shall not be invalidated

883768839

UNOFFICIAL COPY

8 8 3 7 6 3 8 9

or terminated hereby, but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, easement, agreement or condition had never been.

If any of the covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States of America.

6.5 GENDER OF TERMS; NUMBERS: As used in this Declaration, the masculine shall mean the feminine or neuter and singular shall mean plural where the context requires to preserve the meaning of the appropriate provision.

6.6 SUPERIORITY: This Declaration shall not be construed to supersede any ordinance of the City of Chicago, Illinois, affecting the property or any portion thereof.

6.7 NO PERSONAL LIABILITY OF DECLARANT: This Declaration is executed by Declarant, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder by Declarant (whether or not the same, are expressed in the terms of covenants, promises or agreements) are undertaken by it solely as Trustee under said Trust Agreement and not individually. No personal liability shall be asserted or be enforceable against BANK OF RAVENSWOOD, incorporated by reason of the terms, provisions, stipulations, covenants and agreements contained herein.

6.8 LAWS OF ILLINOIS: This agreement shall be construed in conformity with the laws of the State of Illinois and in accordance with the usage in said State of Illinois regarding party walls.

6.9 MODIFICATIONS: This agreement contains all the terms, conditions and covenants relating to the Town Houses described herein and no modifications, waiver, variations, or releases of the duties and obligations under this agreement shall be binding unless made in writing and signed by the Town House owners affected herein. In the event any modification of this Agreement is desired as it relates to exterior modifications to any of the Town Houses as set forth in Article 3.1 hereof, then, in that event, the affected Town House owners shall be construed as all of the Town House owners.

88376889

UNOFFICIAL COPY

3 8 3 7 6 3 8 9

6.10 NOTICE: Any notice required or desired to be given under the provisions of this Declaration to any owner shall be deemed to have been properly delivered when deposited in the U. S. mail, postage prepaid, directed to the last known person who appears as an owner or other person, at the last known address for each such person which is publicly listed if other than the address of the Town House.

IN WITNESS WHEREOF, BANK OF RAVENSWOOD, not personally but as Trustee as aforesaid, has caused these present to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Office this day and year first above written.

BANK OF RAVENSWOOD, as Trustee as aforesaid and not personally,

By: [Signature]
Asst. Vice President

ATTEST: [Signature]
Assistant Trust Officer
LAND

DECLARATION
This Agreement is signed by BANK OF RAVENSWOOD not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 25 1942. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Agreement or for the validity or condition thereof. All of the personal liability of Bank of Ravenswood is hereby expressly waived by the parties hereto and their respective successors and assigns.

Property of COOK COUNTY Clerk's Office

88376889

UNOFFICIAL COPY

3 5 3 7 6 3 3 9

STATE OF ILLINOIS)
COUNTY OF COOK)

I, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT DOUGLAS W. MYERS Vice President of Bank of Ravenswood, and Eva Hill Land Trust Officer personally known to me to be the same Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing as such Vice President and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ~~Assistant~~ Trust Officer then and there acknowledged that said ~~Assistant~~ Trust Officer as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said ~~Assistant~~ Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of Aug 1988.

Silvia Medina
Notary Public



88376889

Four home Decl.

10/11/88
11/11/88

IN DUPLICATE

REGISTRY OF TITLES
REGISTRAR OF TITLES
3732597

3732597
AUG 18 PM 3:21
REGISTRAR OF TITLES

88376889

66.00
6 Copies
MLW

DELIVER TO
CTC

Box 333

UNOFFICIAL COPY

3 3 3 7 6 3 3 9

CONSENT OF MORTGAGEE

BANK OF RAVENSWOOD, as mortgagee under mortgage dated and recorded on 8/11/88 as Document 3232264, hereby consents to the execution and recording of the within Declaration of Covenants, Conditions, Restrictions, Easements and Party Wall Rights for WILLOW Town Houses.

This consent is executed pursuant to and in the exercise of the power and authority granted and vested in said trustee by the terms of said mortgage delivered to said mortgagee in pursuance of the mortgage above mentioned. This consent is made subject to the lien of a Trust Deed or Mortgage (if any there by) of record filed in the Office of the Recorder of Deeds of Cook County which as given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, BANK OF RAVENSWOOD has caused its hand and seal to be hereto affixed and has caused its name to be signed to these presence by the Vice President and attested by its Secretary on this 10th day of August 1988.

BANK OF RAVENSWOOD

BY: [Signature]
Vice President

ATTEST

BY: [Signature]
Secretary

88376889

UNOFFICIAL COPY

0 3 7 8 3 8 9

Chicago, Illinois 60614

EXHIBIT "A" (Legal Description)

PARCEL "A": LOTS 119 TO 125, BOTH INCLUSIVE (EXCEPT THAT PART OF LOTS 124 AND 125 LYING NORTHWESTERLY OF A LINE WHICH IS 10 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT 125, SAID PARALLEL LINE EXTENDS FROM A POINT ON THE SOUTHWESTERLY LINE OF LOT 125 WHICH IS 10 FEET SOUTHEASTERLY OF THE MOST WESTERLY CORNER OF LOT 125 TO A POINT ON THE NORTH LINE OF LOT 124 WHICH POINT IS 33.29 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 125) ALL IN THE SUBDIVISION OF BLOCK 6 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMON ADDRESS:

1713 N. BISSELL
1715 N. BISSELL
1717 N. BISSELL
1719 N. BISSELL
1721 N. BISSELL
1723 N. BISSELL
1725 N. BISSELL
1727 N. BISSELL
1729 N. BISSELL
1731 N. BISSELL
1733 N. BISSELL
1724 N. BISSELL
1726 N. BISSELL
1728 N. BISSELL
901 W. WILLOW
903 W. WILLOW
905 W. WILLOW

PERMANENT TAX INDEX NUMBERS:

14-32-421-002
14-32-421-003
14-32-421-004
14-32-421-005

63891038