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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND
PARTY WALL AGREEMENT

This Agreement is made and entered into this 28th day
of November, 1989 by and between the undersigned:

WITNESSETH

WHEREAS, the undersigned are the title holders in fee
simple of certain real estate located in the Village of
Hanover Park, County of Cook, State of Illinois, legally
described as follows and hereinafter referred to as the
"Subject Property":

The north 1/2 of Lot 8 in Block 2 in Hanover Highlands,
a subdivision of the south 1/2 of the north west fractional
1/4 and the north 49 acres of the south west fractional 1/4
of Section 31, Township 41 North, Range 10, East of the
Third Principal Meridian, according to the plat thereof,
recorded on May 10, 1962, as document number 18471876, in
Cook County, Illinois.

PIN: 07 31 105 021

Commonly known as 6842 Valley View, Hanover Park,
Illinois 60103

and

The south 1/2 of Lot 8 in Block 2 in Hanover Highlands,
a subdivision of the south 1/2 of the north west fractional
1/4 and the north 49 acres of the south west fractional 1/4
of Section 31, Township 41 North, Range 10, East of the
Third Principal Meridian, according to the plat thereof,
recorded on May 10, 1962, as document number 18471876, in
Cook County, Illinois.

PIN:

Commonly known as 6840 Valley View, Hanover Park,
Illinois 60103

WHEREAS, the undersigned desires that any conveyance of
any of the subject property to be subject to a certain
protective covenants, condition, restriction, party wall
agreement and reservation hereinafter set forth, which is
declared to be in furtherance of declarant's desire to
promote the orderly development of the subject property, to

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protect and preserve the value desirability, attractiveness and harmonious and proper use of the subject property.

NOW, THEREFORE, declarant hereby declares that all of the subject property shall be held, sold, conveyed, transferred, occupied, mortgaged and encumbered subject to the terms, provisions, covenants, restrictions, conditions, party wall agreement and reservations hereinafter set forth, which is declared to be for the purpose of enhancing and protecting the value, desirability, attractiveness and harmonious and proper use of the subject property. These covenants, restrictions, provisions, conditions, party wall agreement and reservations shall run with the real property which comprises the subject property and shall be binding upon all the parties having or acquiring any right, title or interest in the subject property or any part thereof and shall insure to the benefit of each owner thereof.

ARTICLE ONE

Each wall which is built as part of the original construction of a residential building on the subject property and placed along the common boundary between each half of the units shall constitute a common or party wall to the extent not inconsistent with the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use, unless party wall is damaged by the act or omission of one owner in which event the owner causing such damage shall be solely responsible for the entire repair and cost thereof.

ARTICLE TWO INSURANCE

The owner or owners of each unit is required to carry and maintain homeowners and/or fire and extended coverage insurance on their unit, including the party wall. Each unit owner shall have the right to examine the said policy of insurance and any records pertaining to same which would be required to determine that said insurance was being maintained in force. If the owner of one of the units does not maintain such insurance in force, the owner of the other unit shall have the right to obtain a suitable policy of insurance to protect against fire and/or other hazards normally covered under such insurance policies. All costs,

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expenses, fees, premiums, etc. relating thereto shall be chargeable against the owner of the unit who fails to maintain said necessary insurance and said owner shall be liable therefore.

ARTICLE THREE
REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

1) In the event of any default or violation by any owner of the provisions of this declaration, and party wall agreement, the owner or owners of the other half of the unit shall have each and all of the rights and remedies which may be available at law or in equity and may prosecute an action or other proceeding against such defaulting owner for the enforcement of any liens, or for damages or to enjoin the continuance of any breach, or to abate and remove at the expense of the defaulting owner, any structure, thing or conditions that may exist thereon contrary to the intent and meaning of the provisions hereof, or specific performance or for judgment for the payment of money and collection thereof, or for any combination of remedies. All such rights and remedies shall be deemed cumulative and concurrent. All expenses in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eight percent (8%) per annum until paid, shall be charged to and assessed against such defaulting owner, and the party succeeding in such legal action shall have a lien for all of the same.

ARTICLE FOUR

1) These covenants, conditions and restrictions, party wall agreement shall run with and be binding upon the subject property and upon all owners and grantees of the declarant and upon each purchaser under any Articles of Agreement for Deed of Conveyance and upon each lessee, sublessee or other occupant, for themselves and their respective heirs, executors, administrators, personal and representatives, successors and assigns, and are bound by all of the terms, provisions, restrictions, conditions, covenants, agreement and reservation, liens, charges and the jurisdiction, rights, benefits, and privileges of every character hereby granted, created, reserved or declared as though the provisions of this declaration were recited and stipulated at length in each and every deed of conveyance, articles of agreement for deed of conveyance, lease,

sublease or other agreement granting occupancy or possession, whether written or verbal. These covenants, conditions and restrictions and party wall agreement may be enforced by the owner or owners of the other half of the unit.

2) No covenants, restrictions, conditions, obligations, agreement or provisions contained in this declaration and party wall agreement 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.

3) If any covenant, condition, restriction, obligation or provision or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this declaration and party wall agreement and of the application of any such provisions, section, sentence, clause, phrase or work in any other circumstances shall not be impaired or affected thereby and shall otherwise remain in full force and effect.

4) If any of the covenants, conditions, restrictions or agreements created by this declaration and party wall agreement would otherwise be unlawful or void for any violation of:

(a) The rule against perpetuities or some analogous statutory provisions;

(b) The rule restricting restraints on alienation; or

(c) Any other statutory or common law rules imposing time limits;

then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the encumbant Mayor of the Village of Hanover Park and the encumbant President of the United States.

5) The provisions of this declaration shall be liberally construed to effectuate its purpose for creating a uniform plan of operation for a first-class development.

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IN WITNESS WHEREOF, the undersigned, has hereunto set their hands and seals the day and year first above written.

Syed Azhar Iqbal
Khurshid Fatima Iqbal

Randy Holmes
Nancy L. Miller-Holmes

State of Illinois)
) ss
County of Cook)

I, the undersigned, a notary public in and for said county, in the State aforesaid, do hereby certify that

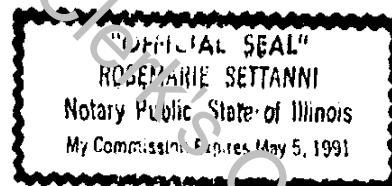
SYED A. IQBAL and KHURSHID F. IQBAL and
RANDY HOLMES and NANCY L. MILLER-HOLMES
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 28th day of November, 1989.

Rosemarie Settanni
Notary Public

My Commission Expires:

May 5, 1991



Prepared by and mail to:
James M. Guthrie
105 S. Roselle Road
Schaumburg, Illinois 60193
708 529 1215



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