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C. To establish the terms of party wall agreements relative to the shared walls of the Town Houses.

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.

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.

The purposes of the Declaration are as follows:

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.

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 Town Houses consist of Three (3) single family residences, having one or more party walls, located on lot 105 and bearing common addresses of 1661 - 1665 North Bissell, Chicago, Illinois, as more fully described on Exhibit "A";

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";

RECITALS

THIS Declaration is made this 12th day of April, 1989 by BANK OF HAVENSWOOD, as Trustee under trust agreement dated July 25, 1988 and known as Trust 25-9412, (the "Declarant").

DECLARATION OF COVENANTS,
AND PARTY WALL RIGHTS
FOR
WILLOW TOWNHOUSES #2
CONDITIONS, RESTRICTIONS, EASEMENTS

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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 25-9412.

(b) Town Houses: The three (3) residences.

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

(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 all as delineated on the plat.

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, portico, 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

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

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

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

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

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

ARTICLE II

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

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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.

E. Each Town House owner sharing a party wall as 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.

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 (1) the expense thereof shall be apportioned as hereinabove provided, and (2) 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 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.

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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

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.

ARTICLE V

5.3 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, if any, 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.

1. 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.

H. The benefits and burdens of the covenants herein contained shall annex to and be construed as covenants running with the several 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.

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).

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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 SUPREMACY: 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 SAVINGSWOOD, 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.

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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.

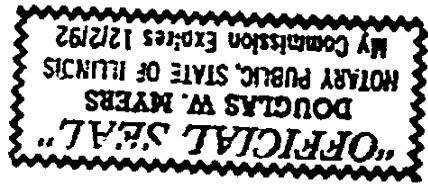
IN WITNESS WHEREOF, BANK OF RAVENSWOOD, not personally but as Trustee as aforesaid, has caused these present to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Trust Office this day and year first above written.

BANK OF RAVENSWOOD, as Trustee as aforesaid and not personally,
By: Mark S. Blum Vice President

ATTEST: [Signature] Assistant Trust Officer

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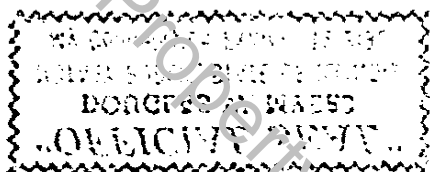
[Handwritten Signature]
Notary Public

Given under my hand and Notarial Seal this 12th day of April 1989.

I, a Notary Public in and for said County, in the state of Illinois, DO HEREBY CERTIFY THAT MARTIN S. BOARDS Vice President of Bank of Ravenswood, and John R. Graham personally known to me to be the same Trust Officer of said Bank, who 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 that 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.

STATE OF ILLINOIS)
COUNTY OF COOK)

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CONSENT OF MORTGAGE

BANK OF RAVENSWOOD, as mortgagee under mortgage dated and recorded August 17, 1988 as Document 3732264, 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 be) of record filed in the Office of the Recorder of Deeds of Cook County which was 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 12th day of April, 1989.

BANK OF RAVENSWOOD

By: [Signature]
Vice President

ATTEST

By: [Signature]
Secretary

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St. 1910
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#173 02 #-82-124090
COOK COUNTY REGISTER

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14-32-422-014

PERMANENT REAL ESTATE TAX INDEX NUMBER:

1661 N. Bissell Street
1663 N. Bissell Street
1665 N. Bissell Street

COMMON ADDRESSES:

Lot 105 in Wheeler's Subdivision of Block 6 in Sherfield's Addition to Chicago in the East 1/2 of the Southeast 1/4 of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT "A"
(Legal Description)

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