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DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR 16705-07 PAXTON TOWNHOUSES

THIS DECLARATION of Party Wall Rights, Covenants, Conditions, Easements and Restrictions for 16705-07 Paxton Townhouses (the "Declaration") made this 28th day of September, 1989 by HERITAGE TRUST COMPANY not individually, but as Trustee under a Trust Agreement dated January 30, 1979, and known as Trust Number 1982. ("Trustee")

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RECITALS

A. Trustee is the record owner of certain real estate in the Village of Winley Park, County of Cook, State of Illinois, legally described as follows: Exhibit "A" attached hereto (the "property") and incorporated herein.

B. The Trustee and the Developer desire to provide for the preservation of the values and amenities in said residential community; and to this end, desire to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, for the benefit of the Property and each owner thereof from time to time.

C. The Trustee and the Developer intend to submit the Property to the provisions of this Declaration for the purpose of owning, maintaining and administering certain portions of the Property and the improvements thereon as hereinafter provided.

NOW, THEREFORE, Trustee hereby declares that all of the Property described in Exhibit "A" shall be held, sold and conveyed subject to the following party wall rights, covenants, conditions, easements and restrictions, all of which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

The following words when used in this Declaration shall, unless the context shall prohibit, have the following meanings:

1.01 Building. A Building structure on the Parcel, containing one or more Dwelling Units, which building structure is attached by a party wall to another such building structure.

1.02 Trustee. HERITAGE TRUST COMPANY, not individually but as Trustee as aforesaid.

1.03 Developers. Jud Reidy.

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1.04 Property. The real estate described in Exhibit "A" attached hereto.

1.05 Owners. The record owner, whether one or more persons, individuals or entities, of a fee-simple title to any Parcel, including contract sellers having such interest merely as security for the performance of an obligation.

1.06 Parcel. Parcel I and Parcel II as shown on the Plat of Survey attached hereto as Exhibits "B" and each being a separate parcel thereon and which, is improved with a dwelling.

ARTICLE II

Party Walls

2.01 Applicable Law. Each wall which is built as a part of the original construction of the dwellings upon the Property and placed on the dividing line between the Parcels and/or serves two or more dwellings shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2.02 Cost of Repair, Maintenance and Replacement. The cost of reasonable repair, maintenance and replacement of a party wall shall be shared equally by the Owners who make use of the wall, except that the entire cost of repairing damage caused by the negligence or willful act or omission of one Owner shall be paid for by such Owner.

2.03 Damage or Destruction. If a party wall is destroyed or damaged by fire or other casualty any Owner whose Parcel is served by such wall may restore it, and the other Owners who share the use of such wall shall promptly contribute to the cost of restoration thereof equally, with prejudice to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

2.04 Exposure to Elements. Notwithstanding any other provisions of this Article, an Owner who by negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

2.05 Right of Contribution. 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 in title.

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ARTICLE III

Obligations of Owners with Respect to Maintenance of Property

3.01 Applicable Law

The general rules of law regarding liability for property damage due to negligence or willful acts or misuse shall apply to each owner.

3.02 Repair, Maintenance and Replacement

Each owner, at his sole cost and expense, shall maintain, repair and replace the exterior surface of his parcel and improvements thereon keeping same sightly and in good condition and repair and in compliance with all Village ordinances; and shall maintain the same color scheme as originally constructed and furnished unless mutual agreement of the owners of both parcels (I and II) is reached to change said color schemes.

3.03 Repair, Maintenance and Replacement of Roof

The cost of reasonable repair, maintenance and replacement of the roof shall be shared equally by the owners of both parcels, except that the entire cost of repairing damage caused by the negligence or willful act of omission of one owner shall be paid for by such owner.

3.04 Enforcement of Article III

The covenants and restrictions of this article may be enforced against the owner personally or as a lien on said real estate. If legal action is necessary to enforce collection thereof or to foreclose the lien therefrom as provided by law; there shall be added to the amount due, the costs of said suit together with legal interest and reasonable attorney fees to be fixed by the Court.

The rights of any owner under these aforementioned provisions from any other owner shall be appurtenant to the land and shall pass to such owners' successors in time.

IN WITNESS WHEREOF, HERITAGE TRUST COMPANY as Trustee as aforesaid and not individually, has caused its corporate Seal to be affixed hereunto and has caused its name to be signed to these presents by its Land Trust Supervisor and attested by its

ASSISTANT SECRETARY, this 17th day of January, 198980

HERITAGE TRUST COMPANY, as Trustee as aforesaid and not individually

By: Kinda Lee Lutz
Its Land Trust Supervisor

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ATTEST:

Jean P. Fulton

Its JEAN P. FULTON
ASSISTANT SECRETARY

State of Illinois)
County of Cook) SS

I, Beth O'Hagan, a Notary Public in and for the County and State aforesaid. DO HEREBY CERTIFY that Linda Lee Lutz, Land Trust Supv. & Jean P. Fulton, Asst. Secretary, thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Supv. & Asst. Secy. and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledge that (s)he as custodian of the Corporate Seal of Said Bank, did affix the said Corporate Seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of January, 1989.⁹⁰

Beth O'Hagan
Notary Public

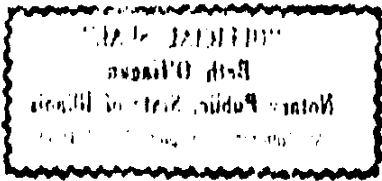
My commission expires:
12-7-93



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Property of Cook County Clerk's Office



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EXHIBIT A

LOT 20 in BREMENTOWNE SOUTH

PARCEL I:

That part of Lot 20 lying North of the following described line; Beginning on the West line of said lot, 35.00 feet South of the Northwest corner, as measured along the West line of said lot; thence Easterly 142.4 feet more or less, through a party wall of a residence to the East line of said lot 40.62 feet South of the Northeast corner, as measured along said East line, for a place of terminus, all in Brementowne South, being a Subdivision of part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 36 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded September 11, 1979 as Document No. 25139727, in Cook County, Illinois.

COMMONLY KNOWN AS 16705 PAXTON, TINLEY PARK, ILLINOIS 60477

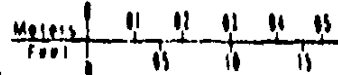
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Phone (312) 441-8813
(312) 722-6182



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JOSEPH A. SCHUOT & ASSOCIATES
Civil Engineers, Surveyors, Land Planners
3920 W. 21st ST. | MATTESON, ILL. 60443

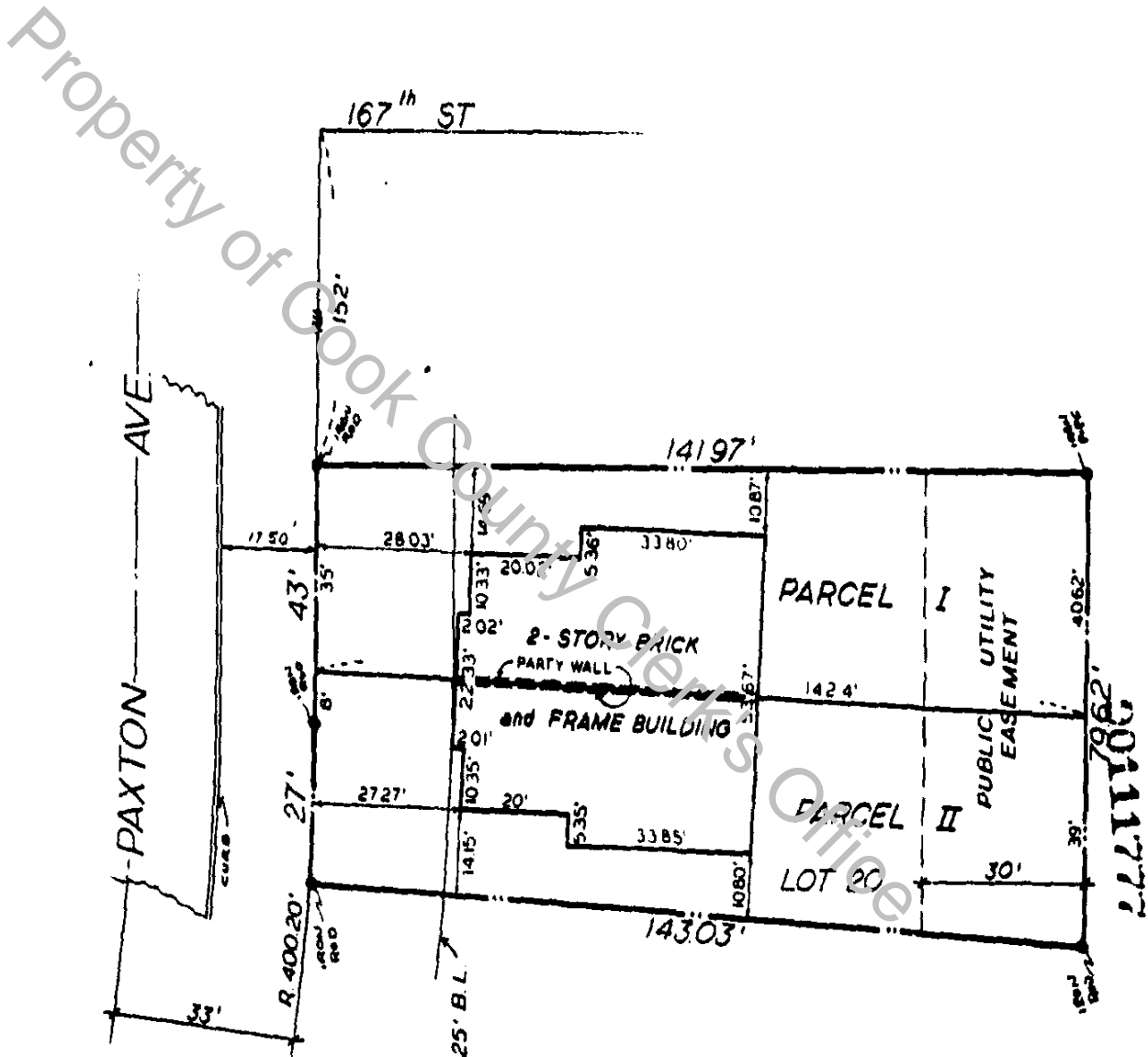
Plat of Survey



George C. Ranney

EXHIBIT B

Lot 20 in Bromontowne South being a Subdivision of part of the Northwest Quarter of the Northwest Quarter of Section 25, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, as recorded September 11, 1979 as Document No. 25139727.



STATE OF ILLINOIS)
COUNTY OF COOK) SS.
JOSEPH A. SCHUOT & ASSOCIATES HEREBY CERTIFY THAT THEY
HAVE SURVEYED THE PROPERTY DESCRIBED HEREON, AND THAT THE
PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID
SURVEY. ALL DIMENSIONS IN FEET AND DECIMAL PARTS THEREOF.
MATTESON, ILLINOIS APRIL 11th A.D. 1986.

JOSEPH A. SCHUOT & ASSOCIATES

George C. Ranney
ILLINOIS REGISTERED LAND SURVEYOR NO. 7553



DATED: September 13 1989
May 22 A.D. 1989

WE HEREBY CERTIFY THAT WE HAVE PERSONALLY AND LOCATED THE IMPROVEMENTS
AND THAT SAID IMPROVEMENTS ARE
CORRECTLY LOCATED ON THIS PLAT.

George C. Ranney

ORDERED BY: BOB LARSON

ORDER NO. 8604070

ADDRESS: _____

SCALE: 1 INCH = 20 FEET

VERIFY ALL POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCIES. CONSULT DEED OR TITLE REPORT FOR EASEMENTS AND RESTRICTIONS