

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made as of this 14 day of October, 1992 by James L Prange and Alex Britva (hereinafter collectively referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain properties in Cook County, State of Illinois, legally described and designated respectively as Parcel A and Parcel B on Exhibit A attached hereto (the "Properties") and

WHEREAS, two multi-family dwelling buildings now exist on said Properties which have a common party wall and a common access sidewalk, the center line of said party wall and sidewalk being the dividing line between said Parcel A and Parcel B;

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

For the purpose of this Declaration, the following terms shall have the meanings here ascribed to them:

Section 1. "Dwelling Unit" shall mean and refer to any portion of a building situated upon the Properties designated and intended for use and occupancy as a residence by a single family.

Section 2. "Lot" shall mean and refer to said Parcel A or said Parcel B respectively.

DEPT. OF RECORDING 435.50
15111 TRAM 8048 10/07/92 11:25:00
* 92-745220
COOK COUNTY RECORDER

92745220

Prepared by e-mail to:
Richard L. Rasley
2311 W. 22nd St.
Suite 207
Oak Brook, Ill 60521



Handwritten signature or initials.

4122-832 172 Howard

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Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to either of the Lots, including contract seller and vendees, or to a unit owner or the governing board of an association or common interest community if the ownership of either Parcel A or B is modified by the recording of a condominium declaration or by the establishment of a cooperative, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision or operation of law.

Section 4. "Properties" shall mean and refer to the real property hereinbefore described (that is, both Lots together).

ARTICLE II

BUILDING AND USE RESTRICTIONS

Section 1. Residential Use. The use of the Lots and the Dwelling Units therein shall be restricted to only those uses permitted in such multi-family residential properties and dwelling units by local zoning and land use regulations.

Section 2. No Noxious Activity. No noxious or offensive activities shall be conducted on either Lot or any Dwelling Unit thereon, nor shall anything be on thereon which may be or become an annoyance or nuisance to other Owners.

Section 3. Garbage and Refuse Removal. No portion of the Properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

Section 4. No Animals Except Pets. No fowl, animals or insects shall be kept on the Properties or in any Dwelling Unit except dogs, cats, and other common household pets, provided that such dogs, cats or other pets are not kept, bred, or maintained for any commercial purposes.

Section 5. Prohibited Structures. No structure of temporary character trailer, basement, tent, shack, garage, or other building except a permanent residence, shall be used on the Properties at any time as a residence, either temporarily or permanently.

Section 6. Hazardous Activities Prohibited. No Owner shall engage in or permit any activities in his Dwelling Unit or maintain or permit any conditions in his Dwelling Unit, which would be considered extra-hazardous by fire insurance companies or would adversely affect the insurability of any portion of the Properties or the Building thereon or Dwelling Units therein.

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ARTICLE III

PARTY WALLS

Section 1. General Rules of Law to Apply. The wall which now exists and was built as part of the original construction of the buildings upon the Properties and placed on the dividing line between the Lots shall constitute and is hereby declared to be a party wall and each Lot shall be subject to and together with an easement in said party wall. In addition, an easement of access on behalf of both Lots over the common access sidewalk is hereby declared. Said easements to be appurtenant to each Lot. To the extent not inconsistent with the provisions of this Article, the general rules of law in the State of Illinois regarding party walls, common access sidewalks, and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance Costs. The cost of reasonable repair and maintenance of the party wall and the common access sidewalk shall be shared equally by the Owners of said Parcels A and B.

Section 3. Destruction by Fire or Other Casualty. If the party wall or common access sidewalk is destroyed or damaged by fire or other casualty or by physical deterioration, either Owner may restore it, and shall have an easement over the adjoining Living Unit for purposes of making such restoration. The Owner of the other Lot shall contribute equally to the cost restoration thereof, without prejudice, however, to the right of either Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act, causes the party wall to be exposed to the elements or excessive heat or cold shall bear the whole cost of furnishing the necessary protection against such elements or heat or cold, and of repairing the party wall from damage caused by such exposure.

Section 5. Right to Contribution Runs with Land. The right of either Owner to contribution from the other Owner under this Article shall be appurtenant to the Lot and shall pass to such Owner's successors in title, shall constitute a lien upon the land until paid, and shall run with the land and bind the parties and their heirs and successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning the party wall, the common access sidewalk, or the cost of maintenance or repair thereof, or otherwise under the provision of this Article, each Owner shall choose one arbitrator and such two arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. If either party refuses or fails to promptly appoint an arbitrator, or if the two arbitrators cannot agree on a third, the same may be appointed by any judge of the Circuit Court for Cook County, State of Illinois.

Any such arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

Section 7. Encroachment. If any portions of either Lot shall actually encroach upon the other Lot, or if any such encroachment shall hereafter arise because of settling or shifting of the buildings or other cause, there shall be deemed to be an easement in favor of the Owner of the encroaching Dwelling Unit to the extent of such encroachment so long as the same shall exist.

Section 8. Mechanic's Liens. Each Owner of a Dwelling Unit or Lot agrees to indemnify and hold harmless to the Owner of the adjoining Dwelling Unit or Lot for any mechanic's liens arising from work done or material supplied to make repairs or replacements for which the first-mentioned owner is responsible.

ARTICLE IV

OTHER PROVISIONS GOVERNING RELATIONSHIP AMONG OWNERS OF ADJOINING DWELLING UNITS

Section 1. Insurance - Replacement. Each Owner shall maintain fire and extended coverage insurance on his Dwelling Unit in the full replacement cost thereof, and shall, in the event of damage to or destruction of his Dwelling Unit, restore it to the condition in which it was prior to the damage or destruction unless otherwise prohibited by loan agreements, mortgages, or other agreements. In the event that such a prohibition exists the Owner of the destroyed property shall build a comparable structure, or shall place the Lot in such a condition that it will not detract from the value or condition of the Lot that was not destroyed.

Section 2. Maintenance. Each Owner shall maintain his Lot and the exterior of his Dwelling Unit in good condition and repair and in a clean and neat condition.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. Except as otherwise expressly provided herein, either Owner shall have the right to enforce, by any proceeding at law or in equity, or both, all of the terms and provisions of Articles II, III and IV of this Declaration. Enforcement shall be by proceedings at law or in equity against an person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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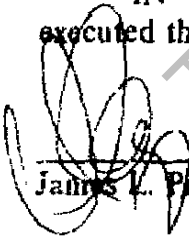
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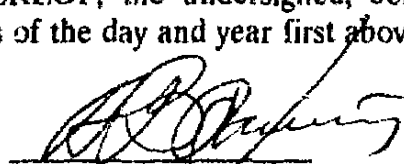
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Section 2. Severability. Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Section 3. Amendments. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless amended in writing by all Owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration as of the day and year first above set forth.


James L. Prange


Alex Britva

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me this 1 day of October, 1992, by RICHARD M SMITH.


Notary Public



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"EXHIBIT A"

Parcel A:

LOT 6 (EXCEPT THE WEST 25 FEET THEREOF AND EXCEPT THE SOUTH 7 1/2 INCHES THEREOF) IN BLOCK 3 IN BUENA PARK IN SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 4336 N. Kenmore, Chicago, Illinois
14-17-401-006

Parcel B:

LOT 5 (EXCEPT THE WEST 25 FEET THEREOF) IN BLOCK 3 IN BUENA PARK, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1887, AS DOCUMENT 840097, IN BOOK 25 OF PLATS, PAGE 28, IN COOK COUNTY, ILLINOIS.

Commonly known as: 4340 N. Kenmore, Chicago, Illinois
14-17-401-005

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