

# UNOFFICIAL COPY

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## CATHEDRAL ROW ON WEBSTER DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Easements, Covenants, Conditions and Restrictions ("Declaration") is made this 9 day of November, 1992.

DEPT. OF RECORDING  
1:5555 GRAN 1045 11/12/92 10:46:00  
12618 1 11/12/92 10:46:00  
COOK COUNTY RECORDER

### RECITALS

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A. The undersigned, STATE BANK OF COUNTRYSIDE, as Trustee under Trust Agreement dated December 12, 1991, and known as Trust Number 91-1102 ("Declarant"), is the owner in fee simple of the real estate legally described in Exhibit A attached hereto and made a part hereof ("Property").

Declarant intends to construct five (5) townhomes on the eastern portion of the Property ("Townhomes"), shown as Parcels 2101, 2103 2105, 2107 and 2109 on page 1 of Exhibit "B" attached hereto, and a garage building ("Garage Building") containing eight (8) garage spaces (hereinafter referred to individually as "Garage Parcel" and collectively as "Garage Parcels") on the western portion of the Property, shown as Garage Parcels 1 through 8 on page 1 of Exhibit "B" and legally described on page 2 of Exhibit "B." The Garage Building will be a common structure. Common fencing will be installed for the Townhomes and the parkway will be landscaped.

B. Declarant is the developer of the real estate legally described in Exhibit C attached hereto and made a part hereof ("Condominium Parcel") which the Declarant is developing as an eight (8) unit condominium known as The Cathedral Place on

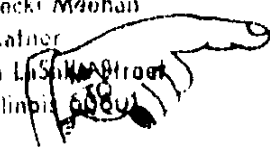
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6/24/94

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THIS INSTRUMENT PREPARED BY:  
Karen Osinski Moohan  
Gaski & Rahner  
222 North LaSalle Street  
Chicago, Illinois 60601

AFTER RECORDING RETURN TO:  
Karen Osinski Moohan  
Gaski & Rahner  
222 North LaSalle Street  
Chicago, Illinois 60601



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Webster Condominium ("Condominium"). Pursuant to the City of Chicago Zoning Ordinance, off-street parking spaces are required in connection with said development. Only five (5) off-street parking spaces are available and can be accommodated on the Condominium Parcel. Declarant requested and was granted a variation in the nature of a special use permitting certain of the parking spaces to be located off-site on the Property upon the condition that said off-site parking spaces shall at all times be required pursuant to Section 5.8-5 of the City of Chicago Zoning Ordinance. Said variation requires that an easement be recorded against the Property reserving a right to use the Property for said off-site parking spaces located on the Property to serve the Condominium Parcel.

C. For the benefit of Declarant, its successors and assigns, Declarant desires to create certain easements with respect to ingress and egress and to define the rights and duties with respect to the maintenance and upkeep and the payment of charges and expenses relating to the Garage Building, fencing, parkway landscaping and other common improvements which may hereafter be located on the Property.

THEREFORE, the Declarant declares as follows:

1. Reservation and Easement for Condominium Unit Owners.

Declarant does hereby reserve for itself and all future owners of Unit B-3 of the Condominium Parcel, their successors and assigns, the right to use Garage Parcel 4 located on the Property to serve Unit B-3 of the Condominium Parcel and to satisfy the Condominium's off-site parking requirements.

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Declarant does hereby further reserve for itself and all future owners of Unit C-2 of the Condominium Parcel, their successors and assigns, the right to use Garage Parcel 3 located on the Property to serve Unit C-2 of the Condominium Parcel. Declarant does hereby further declare and grant to itself and all future owners of Unit B-3 and Unit C-2 of the Condominium Parcel, their successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and upon the sidewalks, walkways, private streets and driveways which specifically serve the Garage Building, as shown on page 1 of Exhibit "B" attached hereto and which may hereafter exist on the Property. Said easement shall be for access between the Garage Building on the Property and the Condominium Parcel and for access to and from private and public sidewalks, walkways, streets, driveways, and alleys adjacent thereto.

2. Easement for Townhome Owners. The Declarant does hereby grant and create for itself and all future owners of Townhomes located on the Property, a perpetual, non-exclusive easement for ingress and egress over and upon all sidewalks, walkways, private streets and driveways which specifically serve the Garage Building, as shown on page 1 of Exhibit "B" attached hereto, or which may hereafter exist on the Property. Said easement shall be for access between the Garage Building on the Property and the Townhomes and for access to and from private and public sidewalks, walkways, streets, driveways and alleys adjacent thereto.

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3. Easement for Refuse Area. The Declarant does hereby grant and create for itself and all future owners of Townhomes located on the Property, a perpetual, non-exclusive easement for access to and the right to keep refuse containers on the sidewalk running east and west along the south lot line of Garage Parcel 8.

4. Garage Building Covenants, Conditions and Restrictions. Declarant, for itself, its successors, and assigns, hereby covenants and agrees as follows:

a. Each owner of a Garage Parcel has the duty:

(1) To pay his or her proportionate share of the work and expenses of maintaining the Garage Building in a first-class manner, in keeping the adjacent sidewalks and driveway aprons free from snow and ice and in good repair, and in maintaining the foundations, exterior walls, roof, structural members, overhead doors and all similar appurtenances of the Garage Building.

"Proportionate share" shall be deemed to mean one-eighth (1/8th) of all such expenses. Provided, however, that any maintenance, repair or restoration required by damage caused primarily by extraordinary use shall be paid by the Garage Parcel owner making such extracrinary use.

(2) To pay his or her proportionate share of taxes, special assessments, water rates, hazard and liability insurance, electricity, and all other

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necessary items not separately assessed, metered or contracted for.

(3) To not obstruct or interfere with the rights of other Garage Parcel owners to use their respective Garage Parcels or to have convenient ingress and egress to and from their Condominium Units or Townhomes and their Garage Parcels.

(4) To not permit any mechanics or materialmen's or other lien to attach to any portion of the Garage Building or any interest therein by reason of any work contracted for by him or her.

b. A majority of the owners of Garage Parcels shall have the power to make, alter and modify reasonable rules for the use of Garage Parcels and for keeping access areas clear.

c. No Garage Parcel shall be used as a residence, temporarily or permanently.

d. No hazardous materials may be kept in any Garage Parcel or activity conducted in any Garage Parcel which would increase the rate of insurance for the Garage Building.

e. If any Garage Parcel owner shall fail to make his or her proportionate share of any payment required of him or her ("defaulting party"), any other Garage Parcel Owner or any number of them may (but need not) advance the defaulting party's payment for him or her. In the case of such advance, the party or parties making same shall be entitled

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to be repaid upon demand together with interest at twelve percent (12%) per annum from the date of the advance and all costs of collection, including attorney's fees.

f. Any owner of a Garage Parcel may assign and sell his or her Garage Parcel provided such sale is in conjunction with the sale of his or her Townhome or his or her Condominium Unit or is a sale of a Garage Parcel to another Condominium unit owner.

g. If the Garage Building is damaged or is partially destroyed by fire or other casualty loss, the Garage Parcel owners shall repair such damage or restore such destroyed portions. For this purpose and for the purpose of better protecting the investment of the parties in the Garage Building, additional fire and other hazard insurance beyond such amount and coverage as is required by any holder of a first mortgage on a Garage Parcel, if reasonably obtainable, shall be carried by the Garage Parcel owners.

h. If a fire or other casualty results in damage to a Garage Parcel which for any reason cannot be completely repaired with the proceeds of insurance, applicable to said loss, each Garage Parcel owner will make up and pay his or her respective proportionate share of any deficiency necessary for the complete repair.

i. All Garage Parcel owners are granted the right and license to enter upon any portion of the Garage Building for the purpose of providing maintenance, repair and restoration.

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5. Townhome Covenants. Each Townhome owner shall share with the other Townhome owners the expenses of maintaining the fencing, parkway landscaping and other common improvements which may hereafter be located on the Property.

6. Covenants to run with the land. The rights, duties, benefits and obligations herein are appurtenant to and shall run with the land and shall be perpetual in duration.

7. Binding Nature. The rights, benefits, duties and obligations contained herein and the provisions hereof shall be binding upon and inure to the benefit of the Declarant, its grantees, successive grantees, and their respective successors, heirs, personal representative or assigns.

8. Violation. Any deed, lease, conveyance, or contract made in violation of this Declaration shall be void and may be set aside on petition of one or more of the Garage Parcel owners, Condominium unit owners, or Townhome owners, and all successors in interest, heirs, executors, administrators or assigns, shall be deemed parties to the same effect as the Declarant herein. The covenants, conditions and restrictions set forth herein shall be enforceable at the suit of any and every Garage Parcel owner, Condominium unit owner, Townhome owner, or the Declarant by proper proceeding, either in equity or at law, and the persons entitled thereto shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of the enforcement or observance of the covenants, conditions and restrictions herein set forth. All costs and expenses of such proceedings shall be paid by the defaulting party or parties.

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The violation of these covenants and restrictions shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value. The failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The remedies given by the provisions hereof may be exercised cumulatively or independently.

This Declaration is executed by the State Bank of Countryside, as Trustee aforesaid, in the exercise of the power and authority conferred upon it and vested in it as such Trustee and it is expressly understood and agreed that nothing herein contained shall be construed as creating any individual liability on said State Bank of Countryside.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be signed and sealed this 10 day of <sup>Nov.</sup> ~~August~~, 1992.

ATTEST:

STATE BANK OF COUNTRYSIDE,  
as Trustee aforesaid

By [Signature]  
Its \_\_\_\_\_

By [Signature]  
Its SUSAN L. JUTEL, Trust Officer

92842405

NOTICE TO CREDITORS  
The undersigned, \_\_\_\_\_, Trustee of the State Bank of Countryside, do hereby give notice to all creditors of the State Bank of Countryside, that the assets of the State Bank of Countryside are being liquidated and the proceeds of the liquidation are being distributed to the creditors of the State Bank of Countryside. Any creditor of the State Bank of Countryside who has not received payment from the State Bank of Countryside should file a claim with the undersigned by the date specified below. The undersigned is not responsible for the payment of any claim filed after the date specified below.





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## EXHIBIT A

### Property

Lots 22, 23 and 24 in Block 2 in Sherman's Addition to Holstein, a subdivision of the Southeast 1/4 of the Northwest 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 2101-2109 West Webster Street  
Chicago, Illinois 60647

Permanent Tax Index Number: 14-312-122-023  
14-312-122-024

Property of Cook County Clerk's Office

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# Certified Survey Co.

5740 N. Elston Ave. Chicago, Illinois 60646  
Phone (312) 775-7755 Fax (312) 775-2855  
AVE

W. WEBSTER

## Plat of Survey

### Cathedral Row on Webster

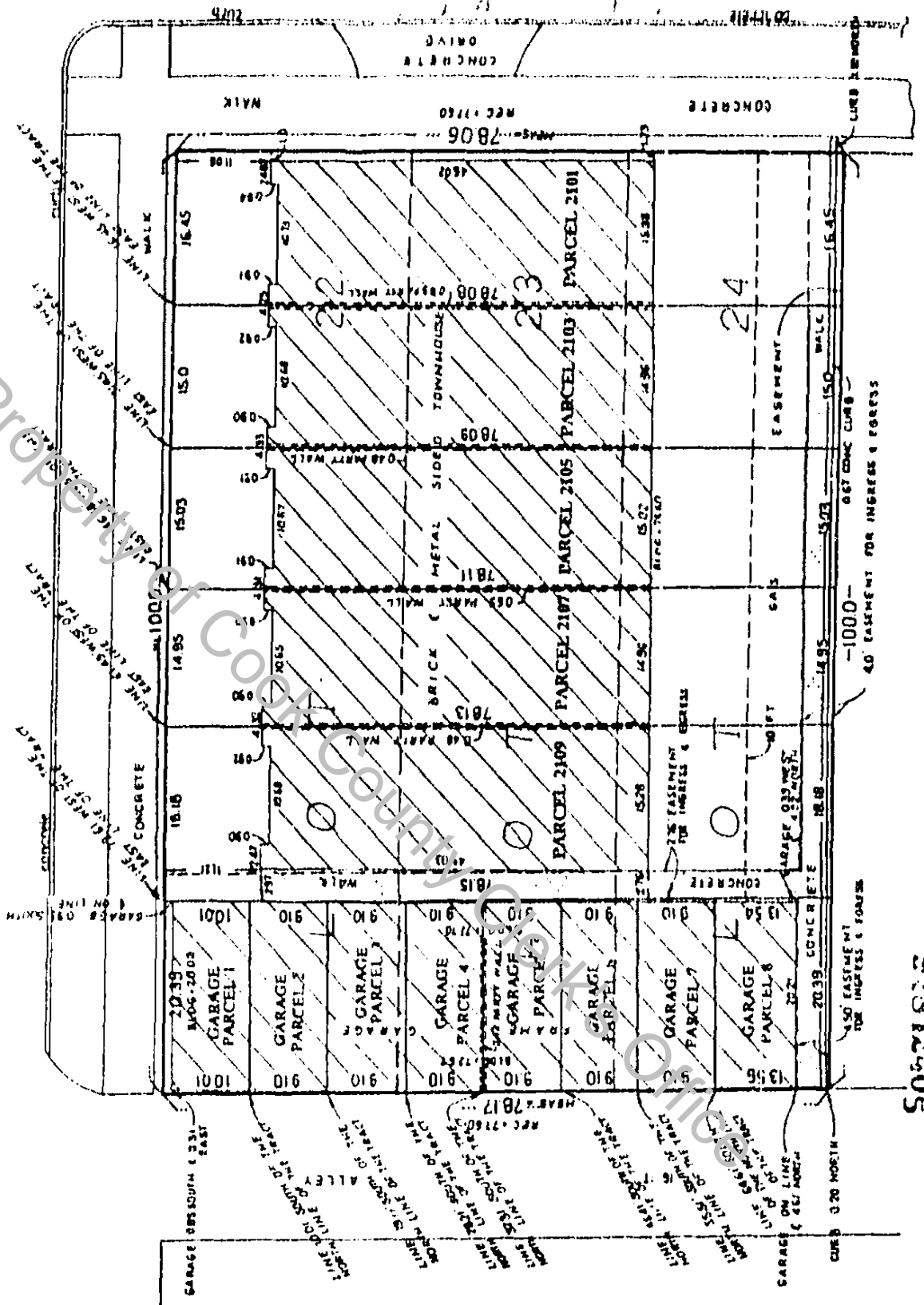
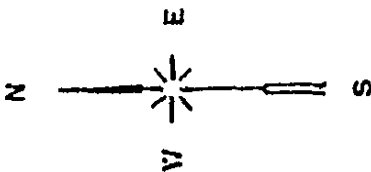


EXHIBIT "B"

MEASUREMENTS ARE NOT TO BE ASSUMED FROM BOUNDING  
Order No. 921922 (X)  
Scale 1" = 20'  
Date OCTOBER 19, 1992  
Checked BY NANCY K.M.P.P.

50521826

**PARCEL 2101**

THE EAST 16.4 FEET OF LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2102**

THE WEST 13.0 FEET OF THE EAST 31.45 FEET OF LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2103**

THE WEST 13.0 FEET OF THE EAST 45.48 FEET OF LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2107**

THE WEST 14.95 FEET OF THE EAST 61.43 FEET OF LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2109**

THE WEST 18.18 FEET OF THE EAST 79.61 FEET OF LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**GARAGE PARCEL 1**

THE NORTH 10.01 FEET, (EXCEPT THE EAST 79.61 FEET THEREOF) OF LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**GARAGE PARCEL 2**

THE SOUTH 9.10 FEET OF THE NORTH 19.11 FEET, (EXCEPT THE EAST 79.61 FEET THEREOF) OF LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**GARAGE PARCEL 3**

THE SOUTH 9.10 FEET OF THE NORTH 22.21 FEET, (EXCEPT THE EAST 79.61 FEET THEREOF) OF LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**GARAGE PARCEL 4**

THE SOUTH 9.10 FEET OF THE NORTH 37.31 FEET, (EXCEPT THE EAST 79.61 FEET THEREOF) OF LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**GARAGE PARCEL 5**

THE SOUTH 9.10 FEET OF THE NORTH 46.41 FEET, (EXCEPT THE EAST 79.61 FEET THEREOF) OF LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**GARAGE PARCEL 6**

THE SOUTH 9.10 FEET OF THE NORTH 55.51 FEET, (EXCEPT THE EAST 79.61 FEET THEREOF) OF LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**GARAGE PARCEL 7**

THE SOUTH 9.10 FEET OF THE NORTH 64.61 FEET, (EXCEPT THE EAST 79.61 FEET THEREOF) OF LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**GARAGE PARCEL 8**

LOTS 22, 23 AND 24, TAKEN TOGETHER AS A SINGLE TRACT OF LAND, (EXCEPT THE NORTH 64.61 FEET AND EXCEPT THE EAST 79.61 FEET) IN BLOCK 2 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



EXEMPTED FROM THE BUILDING BY-LAW AND PLATting ACTS OF THE STATE OF ILLINOIS  
State of Illinois )  
County of Cook )  
I, THE CERTIFIED SURVEYOR, hereby certify that the above described parcels are correctly represented on this plat.

REG. ILL. LAND SURVEYOR

CERTIFIED SURVEY  
5740 N. ELSTON AVE. CHICAGO ILL. 60645  
PHONE (312) 775-7755 FAX (312) 775-2855

ORDER No 921922 (K)

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## EXHIBIT C

### Condominium Parcel

Lots 14 and 15 in Block 2 in Sherman's Addition to Holstein in the Southeast 1/4 of the Northwest 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 2127-29 West Webster Street  
2128 West Shakespeare Street  
Chicago, Illinois 60647

Permanent Tax Index Number: 14-31-122-015  
14-31-122-016

Property of Cook County Clerk's Office

92862605