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DECLARATION OF RESTRICTIVE COVENANTS

JOHN A. EGAN and GLADYS ERDENE EGAN, his wife, are the owners in fee simple of the following described real estate located in the Village of Bridgeview, County of Cook, State of Illinois:

Lots 1 through 20, both inclusive, in Maple Leaf Estates, being a resubdivision of part of the West 1/2 of the Southeast 1/4 of Section 1, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 23-01-403-009.

The undersigned hereby make the following declarations as to restrictions and uses to which the lots constituting said subdivision may be put, and hereby specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision.

Purpose of Restrictive Covenants:

The purpose of these restrictions is to insure the use of the property for attractive residential purposes, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

Restrictions:

- (1) Minimum Square Foot: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,400 square feet.
- (2) Brick shall be utilized on all exterior ground level walls.
- (3) All driveways shall be concrete and constructed in accordance with the building and zoning laws and ordinances of the Village of Bridgeview, County of Cook, State of Illinois.
- (4) Each lot shall have a public sidewalk constructed in accordance with the building and zoning laws and ordinances of the Village of Bridgeview, County of Cook, State of Illinois.

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Handwritten initials/signature

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Duration of Restrictions:

All and each of the above restrictions herein shall terminate and end and be of no further effect, whether legal or equitable, and shall not be enforceable on or after January 1, 2007.

Partial Invalidity:

It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

Effect of Waiver of Breach or Failure to Enforce:

Each and all of the covenants, conditions, restrictions, and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions, or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

Enforcement of Restrictions:

It is expressly understood and agreed, that the several restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for grantor, his heirs and assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, deriving title from or through grantor, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

Costs and Attorney Fees:

In the event of the breach of any one of the restrictive covenants, any and all costs, reasonable attorney fees and expenses of such proceedings, shall be taxed against the offending party or parties, and shall be declared by the Court to constitute a lien against the real estate so wrongfully deeded, sold, leased or conveyed, until paid, and

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such lien may be enforced in such manner as the Court may order.

John A. Egan
JOHN A. EGAN

Gladys Erdene Egan
GLADYS ERDENE EGAN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, William J. White a Notary Public in and for said County and State, do hereby certify that John A. Egan and Gladys Erdene Egan, his wife, personally known to me to be the same persons whose names are subscribed to the above Declaration of Restrictive Covenants, appeared before me this day in person and acknowledged that they signed the above Declaration of Restrictive Covenants as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12 day of Jan, 1992.

William J. White
Notary Public

OFFICIAL SEAL
WILLIAM J. WHITE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES MAR 19, 1993

This Instrument prepared by:
Mail To
Davenport & White
Attorneys at Law
7667 W. 95th Street
Suite 303
Hickory Hills, Illinois 60457

Box 337

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