

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (the "Declaration") is made as of the 10th day of April, 1993 by American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated July 15, 1989 and known as Trust No. 108929-09 (the "SC Trustee"), and American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated July 15, 1989 and known as Trust No. 108950-01 (the "AC Trustee") (the SC Trustee and the AC Trustee are sometimes collectively called "Declarant").

RECITALS:

WHEREAS, the SC Trustee is the owner of that certain parcel of real estate with buildings and other improvements thereon constituting a shopping center commonly known as Rivercrest Shopping Center and located at the southwest corner of Cicero Avenue and Calumet Sag Road (Route 83), Crestwood, Illinois, a portion of which includes Lots 16 and 17, legally described on Exhibit A attached hereto and made a part hereof (said Lots 16 and 17 are herein sometimes referred to together as Lots 16 and 17 and individually referred to as Lot 16 and Lot 17, respectively); and

WHEREAS, the AC Trustee is the owner of that certain parcel of real estate with buildings and other improvements thereon located at the southwest corner of Cicero Avenue and Rivercrest Drive, Crestwood, Illinois, commonly known as Lots 18 and 19 and legally described on Exhibit B attached hereto and made a part hereof (said Lots 18 and 19 are herein sometimes referred to together as the "Adjoining Center Parcel" and individually referred to as Lot 18 and Lot 19, respectively); and

WHEREAS, the AC Trustee has entered into a Certain Ground Lease Agreement dated April 19, 1993 (the "Ground Lease") with John & Philip Enterprises, Inc., an Illinois corporation ("Tenant"), covering Lot 19; and

WHEREAS, the AC Trustee has agreed under the terms of the Ground Lease to cause certain restrictions to be imposed upon Lots 16 and 17 and Lot 18 (collectively, the "Encumbered Parcel") for the benefit of Tenant, its successors and assigns, which Encumbered Parcel is legally described on Exhibit C attached hereto and made a part hereof; and

WHEREAS, the SC Trustee has agreed to allow Lots 16 and 17 to be encumbered by the restrictions set forth below.

NOW, THEREFORE, the AC Trustee and the SC Trustee, collectively as Declarant and as the respective owners of the Lot 18 and Lots 16 and 17, in consideration of the premises contained below and for other good and valuable consideration

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the receipt and sufficiency of which are hereby acknowledged, collectively declare that the Encumbered Parcel is and shall be subject to the following restrictions:

1. Lot 18 Use Restrictions. So long as Lot 19 is used and operated as a Hardee's restaurant or other fast food restaurant in accordance with the terms of the Ground Lease, the AC Trustee, as owner of the Lot 18, covenants and agrees that it shall not, directly or indirectly, lease, use or permit any part of Lot 18 to be used or occupied for the sale or consumption of food.

2. Lot 17 Use Restrictions. So long as Lot 19 is used and operated as a Hardee's restaurant or other fast food restaurant in accordance with the terms of the Ground Lease, the SC Trustee, as owner of Lot 17, covenants and agrees that it shall not, directly or indirectly, lease, use or permit any part of Lot 17 to be used or occupied as a restaurant facility that is a nationally advertised limited menu restaurant or any restaurant serving hamburgers or fast food products.

3. Lot 16 Use Restrictions. So long as Lot 19 is used and operated as a Hardee's restaurant or other fast food restaurant in accordance with the terms of the Ground Lease, the SC Trustee, as owner of the Lot 16, covenants and agrees that it shall not, directly or indirectly, lease, use or permit any part of Lot 16 other than spaces B-5 and B-6 of the building located on Lot 16 to be used or occupied as a restaurant, food drive-through facility or any other facility which sells food; provided, however, the provisions of this paragraph shall not apply to the sale of pre-packaged food products to be consumed off the premises. Further, in no event shall the aforesaid spaces B-5 and B-6 be permitted to have food drive-through facilities.

4. General Provisions.

(a) Covenants Run with the Land. The restrictions described above affecting the Encumbered Parcel are deemed to be covenants running with the land. If all or any portion(s) of the Encumbered Parcel is/are transferred or divided into two (2) or more parcels, Tenant, its successors and assigns shall be entitled to enjoy the benefits of the restrictions granted hereunder, and all of the owners and occupants of the Encumbered Parcel shall be burdened by and subject to the restrictions imposed hereunder.

(b) Duration. Except as otherwise provided herein, and subject to the conditions set forth in Paragraphs 1, 2 and 3 above, each restriction imposed by this Declaration shall be for the term of twenty (20) years from the date hereof, after which time such restrictions shall be automatically extended for not more than two (2) successive periods of five (5) years each,

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unless terminated by an instrument recorded by the owners of Lots 16 and 17 and the owner of the Adjoining Center Parcel and consented to by Tenant or its successors/assigns. Notwithstanding anything herein to the contrary, if the Ground Lease is no longer in effect or Tenant's rights to possession under the Ground Lease have ceased, then either the owner of Lots 16 and 17 or the owner of the Adjoining Center Parcel may terminate this Declaration by delivering thirty (30) days prior written notice thereof to the other party.

(c) Injunctive Relief. In the event of any violation or threatened violation from time to time of any of the terms, covenants, and conditions herein contained by any owner, tenant or occupant of any portion of Lots 16 and 17 or the Adjoining Center Parcel, in addition to the other remedies herein provided, Tenant, Declarant and their successors and assigns shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The court costs and the reasonable fees of the attorneys for the prevailing party in any legal proceedings seeking relief shall be paid by the party against whom judgment is entered in said legal proceedings.

(d) Modification and Termination Provisions. Subject to the provisions of clause (b) above, this Declaration may not be terminated or modified in any respect whatsoever, nor rescinded in whole or in part, without the prior written consent of Tenant (provided, however, Tenant's consent shall be required only so long as neither the Ground Lease nor Tenant's right to possession thereunder has been terminated), Declarant and/or their successors or assigns, and then only by a written instrument duly executed and acknowledged by all of said parties and duly recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

5. Validity and Severance. If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect.

6. Notices. Notices and demands required or permitted to be given hereunder shall be given by overnight courier, personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be addressed as follows: if to either the SC Trustee or the AC Trustee, at 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Land Trust Department, with copies to (i) Lefkas General Partners No. 1017, 415 North LaSalle Street, Suite 700, Chicago, Illinois 60610, (ii) Glenn R. Heyman, Esq., Dannen Crane Heyman & Simon, 135 South LaSalle Street, Suite 1540, Chicago, Illinois 60603, and (iii) The Sakura Bank, Limited, 227 West Monroe Street,

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Suite 4700, Chicago, Illinois 60606, or at such other address as Declarant or its successors/assigns shall designate by written notice; and if to Tenant, at 8401 Kostner Avenue, Skokie, Illinois 60076, Attention: N. Matthew Philip, or at such other address as Tenant shall designate by written notice. Notices and demands shall be deemed to have been given when received or two (2) days after being mailed.

7. Beneficiary. When the consent or approval of the owner of Lots 16 and 17 or the owner of the Adjoining Center Parcel is required and such owner(s) is/are a land trust, such consent or approval shall be furnished by the then beneficiary(ies) of said land trust(s).

8. Governing Law. This Declaration shall be governed by and construed under the laws of the State of Illinois.

9. Exculpation. This Agreement is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee as aforesaid. All of the covenants to be performed hereunder by American National Bank and Trust Company of Chicago are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against American National Bank and Trust Company of Chicago by reason of any of the covenants, statements, representations or warranties contained in this Declaration.

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IN WITNESS WHEREOF, the SC Trustee and the AC Trustee, constituting Declarant as applicable to Lots 16 and 17 and Lot 18, respectively, have caused this Declaration to be executed as of the day and year first above written.

SC TRUSTEE

American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated July 15, 1989 and known as Trust No. 108929-09

ATTEST:

By: _____

Its: _____

 Gregory S. Kasprzyk

ASSISTANT SECRETARY

By: _____

Its: _____

 MICHAEL WHEELAN

AC TRUSTEE

American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated July 15, 1989 and known as Trust No. 108950-01

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

 MICHAEL WHEELAN

This document was prepared by:

Mark S. Litner, Esq.
Much Shelist Freed Denenberg & Ament, P.C.
200 North LaSalle Street
Suite 2100
Chicago, Illinois 60601-1095

After recording mail to:

Linda D. White
Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606-6404

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I LEL SOVIENSKI, a Notary Public in and for the County and States aforesaid, DO HEREBY CERTIFY that J. MICHAEL WRZLAN and Gregory S. Kasprzyk, as VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated July 15, 1989 and known as Trust No. 108929-09, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP and ASSISTANT SECRETARY of said Bank, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

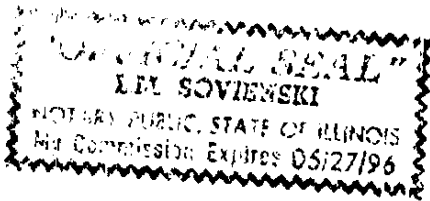
APR 19 1993

Given under my hand and Notarial Seal this ___ day of _____, 1993.

LEL SOVIENSKI
Notary Public

My Commission Expires:

_____, 19__



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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I LEONARD J. KASCHYD, a Notary Public in and for the County and States aforesaid, DO HEREBY CERTIFY that

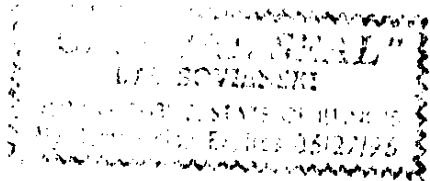
J. MICHAEL WESLA and Gregory E. Kaschyd, as ASSISTANT SECRETARY, respectively, of American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated July 15, 1989 and known as Trust No. 108950-01, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY of said Bank, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

APR 19 1993

Given under my hand and Notarial Seal this _____ day of _____, 1993.

Leonard J. Kaschyd
Notary Public

My Commission Expires:
_____, 19__



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EXHIBIT A

Legal Description of Lots 16 and 17

Lots 16 and 17 in Rivercrest of Crestwood, being a subdivision of part of the East 1/2 of Section 33, Township 37 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded December 17, 1991 as Document No. 91661848, in Cook County, Illinois.

Permanent Tax Index Nos.: 24-33-404-013; 24-33-404-014

Common Address: 133rd and Cicero, Crestwood, Illinois

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EXHIBIT B

Legal Description of Adjoining Center Parcel

Lots 18 and 19 in Rivercrest of Crestwood, being a subdivision of part of the East 1/2 of Section 33, Township 37 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded December 17, 1991 as Document No. 91661848, in Cook County, Illinois.

Permanent Tax Index Nos.: 24-33-403-108; 24-33-403-109

Common Address: 133rd and Cicero, Crestwood, Illinois

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EXHIBIT C

Legal Description of Encumbered Parcel

Lots 16, 17 and 18 in Rivercrest of Crestwood, being a subdivision of part of the East 1/2 of Section 33, Township 37 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded December 17, 1991 as Document No. 91661848, in Cook County, Illinois.

Permanent Tax Index Nos.: 24-33-404-013; 24-33-404-014;
24-33-403-108

Common Address: 133rd and Cicero, Crestwood, Illinois

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