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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 18th day of SEPTEMBER, 1994, by Elliot B. Stern and Avis M. Stern ("Owners" and/or "Declarants"), who are husband and wife, the unit Owners of the condominium units identified herein, and are individual residents of the State of Illinois, County of Cook, and reside at 62 West Schiller Street, 64 West Schiller Street, and 66 West Schiller Street (all three addresses) located in Cook County, Illinois; and who wish to submit such units located in Cook County, Illinois and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Property"), and the unit ownership to the additional obligations set forth herein.

RECITALS

DEPT-01 RECORDING 437.50
T&C003 TRAM 6554 09/20/94 1011100
0106 EB *-74-818601
COOK COUNTY RECORDER

- A. Declarants are the owners of the Property;
- B. The Property is comprised of three adjoining condominium units. Each of the units includes exclusive use of a limited common exterior area ("Patio"). The three patios are separated from each other by walls which are also limited common elements. There are a total of two walls dividing the three patios.
- C. The Property is located within that condominium commonly known as Carl Sandburg Village Condominium Association No. 3 ("The Association"), as provided on the Survey attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 25032910. or to an amendment thereof
- D. The Property and The Association are subject to the Illinois Condominium Act.
- E. As the owners of the three adjoining condominium units, the Owners desire to remove the two walls that divide the three patios, and they have requested permission from the Association to do so.
- F. Declarants desire to subject the Property to the provisions of this Declaration in order to obtain the permission from the Association and facilitate the removal of the limited common element walls that separate the patios.

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NOW, THEREFORE, in consideration of the above, and the following agreements and for other good and valuable consideration receipt of which is expressly acknowledged, Declarants hereby declare as follows:

- 1. Property Subject to Declaration: Declarants hereby declare that the Property, including the improvements constructed or to be constructed thereon, are hereby subject to the provisions of this

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Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions and easements set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and with title to the Property and which shall be binding on and inure to the benefit of all persons having right, title or interest in all or any of the units constituting the Property and any portions of the Property and their respective heirs, legal representatives, successors, successors-in-title and assigns.

2. Owner's Obligations: Each Owner shall, and shall be deemed to, covenant and agree that by receipt and/or by acceptance of any deed for each or any unit comprising the Property, whether or not it shall be so expressed in their deed, to:

a. at any time one or more of the units comprising the Property are separated, so that they no longer share a common owner or a common lease or common resident, it shall be the duty of the Owner or Owners, jointly and severally, of the divided units to replace, rebuild, repair and reconstruct the patio wall or walls in such manner that they will be restored to substantially their original configuration, location, materials, colors and design dividing the limited common element patios.

b. that the reconstruction of the walls proceed with due diligence and be completed no later than 90 days after deed conveying any one or all of the units to different owners or 90 days after occupancy of one or more of the units by different tenants or residents.

c. that the reconstruction be consistent with and use materials and workmanship approved by Chicago Building Code and the rules and regulations, including architectural, of the Carl Sandburg Village Condominium Association No. 3 and that it be consistent with the design and appearance of other properties within the Association at the Schiller Mall.

d. that the Owners shall bear all expenses and indemnify the Carl Sandburg Village Condominium Association No. 3 from any all costs, damages and claims, of any nature whatsoever, relating to the removal of the existing walls and their replacing, repair or reconstruction, including any repair or replacement of the concrete mall surface, footings or curbs, and the waterproofing or membrane thereon, and the like as shall be deemed necessary by the Association, in its sole and absolute discretion. The decision of the Association shall be final and binding on the Owners on all such issues. Owners shall be responsible for and obligated for all attorneys fees and court costs incurred by the Association in addressing any matters relating to this Agreement and to the enforcement of covenants, conditions and restrictions imposed by this Declaration.

3. Enforcement: The Carl Sandburg Village Condominium Association No. 3, or the Owner or Owners of any unit within Carl Sandburg

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Village Condominium Association No. 3, shall have the right to enforce the covenants, conditions and restrictions contained in and/or imposed by this Declaration, by any proceeding at law or equity, by self-help or pursuant to the Declaration of Condominium of said Carl Sandburg Village Condominium Association No. 3 and/or its Rules and Regulations. Failure by any owner or association to enforce any provision hereof shall in no event be deemed a waiver of the right to do so at a later date. The violation or failure to comply with any provision herein by any Owner of any of the units comprising the Property shall be deemed to be a violation of the Declaration of Carl Sandburg Village Condominium Association No. 3 and Carl Sandburg Village Condominium Homeowners Association (HOA) Declaration, and the HOA and/or Condominium Association shall have any and all rights and remedies available in their respective Declarations against the Owner or Owners of the units comprising the Property.

4. **Severability:** Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall in no way effect any other provisions hereof, which shall remain in full force and effect.
5. **Duration:** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by any owner perpetually to the extent permitted by law; provided, however, if Illinois law limits the period during which covenants restricting lands may run, any provisions of this Declaration affected thereby shall run with the Property for the maximum number of years permitted by Illinois law.

If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the Rule against Perpetuities, then such provisions shall continue only until twenty-one years (21) after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

6. **Governing Law:** This Declaration shall be governed by, construed and enforced in accordance with the laws of the State of Illinois.

We authorize recordation of this document against the units and,

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be executed this 15th day of SEPTEMBER, 1994.

CARL SANDBURG VILLAGE
CONDOMINIUM ASSOCIATION NO. 3

BY: _____

Elliot B. Stern
ELLIOT B. STERN

Avis M. Stern
AVIS M. STERN

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

State of Illinois, County of Cook: I, the undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify that ELICIA B. STERN and MARLISS E. TUREK, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of SEPTEMBER, 1994.

Marliss E. Turek
NOTARY PUBLIC

(seal)



THIS DOCUMENT WAS PREPARED BY:
MARLISS E. TUREK
ATTORNEY AT LAW #12088
82 WEST SCHILLER STREET
CHICAGO, ILLINOIS 60610
312/951-8515

94518601

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EXHIBIT A

PARCEL NO. 1 UNIT 62 IN CARL SANDBURG VILLAGE CONDOMINIUM NO. 3 AS DELINEATED ON A SURVEY OF PARTS OF CERTAIN LOTS IN CHICAGO LAND CLEARANCE COMMISSION NO 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25032910, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Common Address: 62 West Schiller Street, Chicago, Illinois
PIN No. 17-04-209-044-1039

PARCEL NO. 2 UNIT 64 IN CARL SANDBURG VILLAGE CONDOMINIUM NO. 3 AS DELINEATED ON A SURVEY OF PARTS OF CERTAIN LOTS IN CHICAGO LAND CLEARANCE COMMISSION NO 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25032910, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Common Address: 64 West Schiller Street, Chicago, Illinois
PIN No. 17-04-209-044-1040

PARCEL NO. 3 UNIT 66 IN CARL SANDBURG VILLAGE CONDOMINIUM NO. 3 AS DELINEATED ON A SURVEY OF PARTS OF CERTAIN LOTS IN CHICAGO LAND CLEARANCE COMMISSION NO 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25032910, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Common Address: 66 West Schiller Street, Chicago, Illinois
PIN No. 17-04-209-044-1041

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Property of Cook County Clerk's Office

THIS DOCUMENT WAS PREPARED BY:
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312/951-8515