

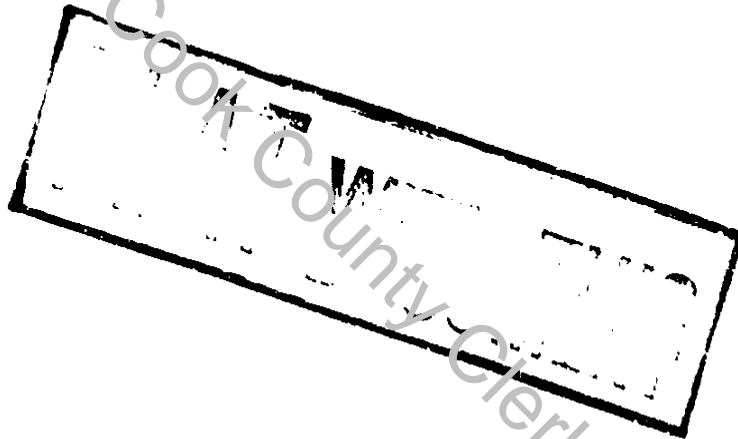
UNOFFICIAL COPY

96742451

SEP 30 1996

- . DEPT-01 RECORDING \$74.00
- . T#0012 TRAN 2161 09/30/96 10:57:00
- . #5656 # DT *-96-742451
- . COOK COUNTY RECORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS



PREPARED BY:
 JOHN W, SEREDA, JR.
 11732 S. WESTERN AVENUE
 CHICAGO, IL 60643

646-658 N. ARMOUR
 CHICAGO, IL 60622

96742451

F		A
P		P
T		V
I		(M)

RECORDING FEE \$ 74.00
 DATE 9/30/96 COPIES 6
 BY JM

Box-333

7627448 DB 1

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS

THIS DECLARATION, made as of this 9TH day of SEPTEMBER, 1996, by BEST QUALITY CONSTRUCTION CO., an Illinois Corporation.

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property in Cook County, State of Illinois, legally described and designated respectively as Parcel A, Parcel B, Parcel C, Parcel D, Parcel E, Parcel F, and Parcel G on Exhibit A attached hereto, and

WHEREAS, a seven (7) family dwelling is now existing on said Property which has a common party wall, the center line of said party wall being the dividing line between said Parcel A and Parcel B; a common party wall, the center line of said party wall being the dividing line between said Parcel B and Parcel C; a common party wall, the center line of said party wall being the dividing line between said Parcel C and Parcel D; a common party wall, the center line of said party wall being the dividing line between said Parcel D and Parcel E; a common party wall, the center line of said party wall being the dividing line between said Parcel E and Parcel F; and a common party wall, the center line of said party wall being the dividing line between said Parcel F and Parcel G; and

NOW THEREFORE, Declarant hereby declares that all of the Property 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 of 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. "Living Unit" shall mean and refer to any portion of a residence building situated upon the Properties designated and intended for use and occupancy as a residence by a single family.

7627448 DBK 1 all

96742451

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Section 2. "Lot" shall mean and refer to said Parcel A or said Parcel B or said Parcel C or said Parcel D or said Parcel E or said Parcel F or said Parcel G respectively.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any of the Lots, including contract seller and vendees, 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. "Property" shall mean and refer to the real property hereinbefore described (that is, all seven (7) Lots together).

ARTICLE II

BUILDING AND USE RESTRICTIONS

Section 1. Residential Use. No Lot or Living Unit shall be used except for residential purposes.

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

Section 3. Garbage and Refuse Removal. No Lot 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 any Living Unit or Lot except dogs, cats, and other common household pets, provided that they 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 any Lot 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 Living Unit or maintain or permit any conditions in his Living Unit, which would be considered extra-hazardous by fire insurance companies or would adversely affect the insurability of the Living Unit which shares a party wall with his Living Unit.

95742451

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ARTICLE III

PARTY WALLS

Section 1. General Rules of Law to Apply. The walls which now exists and were built as part of the original construction of the Living Units upon the Properties and placed on the dividing line between Parcel A and Parcel B and between Parcel B and Parcel C and between Parcel C and Parcel D and between Parcel D and Parcel E and between Parcel E and Parcel F and between Parcel F and Parcel G. Living Units shall constitute and are hereby declare to be party walls and each Lot shall be subject to and together with an easement in said party walls, said easement to be appurtenant to each Lot. To the extent not inconsistent with the provisions of the Article, the general rules of law in the State of Illinois regarding party walls 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 walls the cost of repairs due to damage to the party walls caused by factors not related to the negligent or willful action of either Lot Owner shall be shared equally by the Owners of said Parcel A and B as to the party wall applicable to those parcels and by the Owners of said Parcel B and C as to the party wall applicable to those parcels and by the Owners of said Parcel C and D as to the party wall applicable to those parcels and by the Owners of said Parcel D and E as to the party wall applicable to those parcels and by the Owners of said Parcel E and F as to the party wall applicable to those parcels and by the Owners of said Parcel F and G as to the party wall applicable to those parcels.

Section 3. Destruction by Fire or Other Casualty. If a party wall 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 of 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 of omissions.

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Section 5. Right to Contribution Runs with Land. The right of an 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 from the time a notice of lien is recorded until paid, and shall run with the land and bind the parties and their heirs and successors in title and shall be subordinate to any prior recorded first mortgage.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, 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 decisions 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. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

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

Section 8. Mechanic's Liens. Each Owner of a Living Unit agrees to indemnify and hold harmless the Owner of the adjoining Living Unit 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 LIVING UNITS

Section 1. Insurance - Replacement. Each Owner shall maintain fire and extended coverage insurance on his Living Unit in the full replacement cost thereof, and shall, in the event of damage or destruction of his Living Unit, restore it to the condition in which it was prior to the damage or destruction.

Section 2. Maintenance. Each Owner of a Living Unit shall maintain his Lot and the exterior of his Living Unit

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

in good condition and repair and in a clean and neat condition.

Section 3. Architectural Control.

(a) The Owner of a Living Unit may replace exterior components of his Living Unit with similar components of the same design and color and may paint the exterior of his Living Unit with paint of existing color of the exterior, but he may not, either in the course of ordinary replacement or remodeling or restoration after damage or destruction employ different siding or roofing material or a different color scheme without the consent of the Owner of the other six (6) Units.

(b) In the event of any dispute arising concerning a change in siding or roofing material or color scheme, each party shall choose one arbitrator and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. The arbitrators' decision shall be based on their decision of whether the proposed siding or roofing material or color scheme is in harmony with the design of the other six (6) Living Units. If a party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any judge of the Circuit Court for Cook County, State of Illinois. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. Except as otherwise expressly provided herein, an 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 Declarations. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Section 2. Severability. Invalidation of any of these covenants by judgment 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 person claiming under them unless amended in writing by all Owners.

In Witness Whereof, said Grantor has caused its

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 9TH day of SEPTEMBER, 1996.

BEST QUALITY CONSTRUCTION CO.
(NAME OF CORPORATION)

IMPRESS

CORPORATE SEAL

BY: Andrzej Zubek
PRESIDENT

HERE

ATTEST: Andrzej Zubek
SECRETARY

STATE OF ILLINOIS

COUNTY OF COOK

SS:

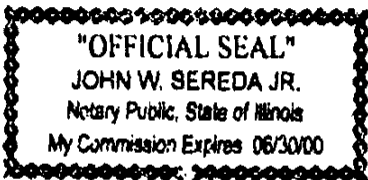
I, the undersigned, a Notary Public, in and for the Country and State aforesaid, DO HEREBY CERTIFY, that ANDRZEJ ZUBEK personally known to me to be the President of the BEST QUALITY CONSTRUCTION CO., and

ANDRZEJ ZUBEK personally known to me to be the Secretary of said corporation, and 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 severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IMPRESS

NOTARY SEAL

HERE



Given under my hand and official seal, this 9TH day of SEPTEMBER, 1996.

Commission expires: 6-30-2000

John W. Sereda Jr.
NOTARY PUBLIC

96742451

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

This instrument was prepared by: JOHN W. SEREDA, JR., Attorney
11732 South Western Avenue,
Chicago, Illinois 60643.

MAIL TO:

JOHN W. SEREDA, JR., ATTORNEY AT LAW

ADDRESS OF PROPERTY:

646-658 North Armour Avenue

NAME

11732 South Western Avenue

Chicago, Illinois 60622

ADDRESS

Chicago, Illinois 60643

CITY, STATE and ZIP

17-08-111-013

17-08-111-014

Property of Cook County Clerk's Office

96742451

UNOFFICIAL COPY

Property of Cook County Clerk's Office