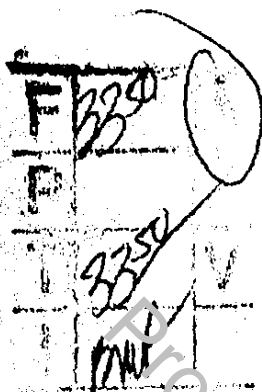


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DEPT-01 RECORDING 333.00  
T#2222 TRAM 2780 01/16/96 14:51:00  
34581 FILE # 96-04-04-20  
COOK COUNTY RECORDER

## DECLARATION

This Declaration (the "Declaration") is made as of the 16<sup>th</sup> day of January 1996, by LaSalle National Trust, N.A., not individually but as Trustee under a Trust Agreement dated October 1, 1986 and known as Trust No. 111512 ("Declaration").

A. Declarant is the record title owner of the real estate located in Cook County, Illinois, and legally described in Exhibit A attached hereto and by this reference made a part hereof (the "Property").

B. Declarant desires to establish certain building set back lines and parking set back lines for the Property.

NOW THEREFORE, Declarant declares and covenants that the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions and restrictions hereinafter set forth.

1. Definitions. The following words, when used in this Declaration or any supplemental declaration, unless the context shall otherwise require, shall have the following meanings:

1.1 "Building Site" shall mean any subdivided lot. A Building Site owned by Declarant may, in the alternative, be established by Declarant by an instrument in writing, executed, acknowledged and recorded by Declarant, which designates a plot of land as a Building Site for purposes of these covenants. If two or more contiguous Building Sites, as hereinabove defined, are acquired by the same owner in fee, such commonly owned and contiguous Building Sites may, at the option of said owner, exercised by recording a declaration thereof, be combined and treated as a single Building Site for purposes of the covenants contained herein.

1.2 "Declarant" shall mean LaSalle National Trust, N.A., not individually but as Trustee under a Trust Agreement dated October 1, 1986 and

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known as Trust No. 111512 (the "Trust"), and any successor in interest or assignee thereof. To the extent that any obligations are imposed hereunder upon Declarant, those obligations shall be deemed to apply to the Trust, or its respective successors in interest or assignees.

1.3 "Declaration" shall mean this Declaration, as the same may be hereafter modified or amended in accordance with Section 5 hereof.

1.4 "Owner" shall mean any party or parties owning fee title to a Building Site according to the records of the Recorder of Deeds of Cook County, Illinois.

1.5 "Tenant" shall mean any occupant of any building located on a Building Site, or any portion of such a building, whether such occupancy is pursuant to a written lease or an oral tenancy, including any occupant holding over possession upon expiration of its lease term.

2. Purpose. The Property is hereby subjected to the restrictions herein declared, all of which shall be deemed to run with the Property and each and every portion thereof to provide for the proper use and appropriate development of the Property so as to protect the Owners and occupants of buildings against improper development and use of the Building Sites.

3. Set Backs. Each Building Site shall be subject to the following building set backs from the property line:

North line - 30 feet  
West line - 30 feet  
South line - 30 feet  
East line - 75 feet

Each Building Site shall be subject to the following parking set backs from the property line:

North line - 15 feet  
West line - 15 feet  
South line - 15 feet  
East line - 35 feet

4. Enforcement. Any violation of Section 3 of this Declaration is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, Tenant or occupant shall be applicable against any such violation and may be exercised by Declarant or an Owner as the case may be. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or

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any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations.

5. Amendment. So long as Declarant has an interest in the Property, this Declaration, any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, by Declarant; provided that (a) any such change does not, in the reasonable judgment of the beneficiary of Declarant, materially and adversely affect the rights and obligations of the Owners; and (b) if a Building Site shall be directly affected by such change, Declarant shall have first obtained the written consent of the Owner of such Building Site, which consent such Owner shall not withhold unreasonably. After Declarant has no further interest in the Property, this Declaration, any provisions thereof, or any covenants, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, by the Owners of all of the Property.

6. Severability of Provisions. If any provision of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining provisions of this Declaration shall continue in full force and effect and shall not be affected thereby.

7. No Waiver. The failure of Declarant to enforce any provision herein contained shall in no event be deemed to be a waiver of the right of such party to do so thereafter nor of the right to enforce any other provision.

8. Successors. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property, or any right to possess or occupy any portion thereof, is and shall be conclusively deemed to have consented and agreed to the restrictions contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired such interest or right. If any portion of the Property or right therein shall be acquired in lieu of foreclosure, or under the provisions of any deed of trust in the nature of a mortgage, or sold under foreclosure of any mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, personal representatives, successors or assigns shall

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hold any such portion of the Property subject to all the restrictions and other provisions of this Declaration.

9. Notice. Any notice required or permitted to be given under this Declaration shall be in writing and shall be deemed to have been properly served when: (a) delivered by commercial courier service, with receipt; or (b) upon receipt, refusal or inability to deliver after deposit in the United States mail, certified, return receipt requested, postage prepaid, addressed to an Owner at the Owner's last known address (which may include the address of such Owner's Building Site).

10. Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

11. Owner's Liability Subsequent to Sale. Upon the sale of a Building Site, or, in the case of the Building Site owned by Declarant, upon the sale of a portion of Declarant's Building Site, the Owner so selling shall not have any liability for the obligations thereon created by this Declaration which accrue against the Building Site or portion thereof sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Building Site from any liabilities or obligations incurred prior to such sale pursuant to this Declaration.

12. Additional Restrictions. Declarant hereby reserves the right, prior to any sale by Declarant of any portion of the Property, to impose additional covenants and restrictions concerning the manner of use and the permitted use of the portion of the Property sold. Such additional covenants and restrictions may be set forth in the deed conveying such portion of the Property and shall be binding on such portion of the same as if such covenants and restrictions were set forth in this Declaration.

13. Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

14. Trustee's Exculpation - Declarant. This Declaration is executed by LaSalle National Trust, N.A., not individually but as Trustee under a Trust Agreement dated October 1, 1986 and known as Trust No. 111512 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All of the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle National Trust, N.A. are undertaken by it solely as Trustee as aforesaid, and are not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle National

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Trust, N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Declaration.

The undersigned have executed this Declaration of Covenants, Conditions and Restrictions as of the day and year first above written.

ATTEST:

Nancy Mann  
Asst. Secretary

LASALLE NATIONAL TRUST, N.A.,  
not individually but as Trustee as  
aforesaid

By [Signature]  
Its SR. VICE PRESIDENT

SGS51172.DEC

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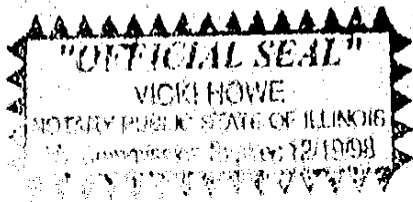
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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, VICKI HOWE, a Notary Public  
in and for said County, in the State aforesaid, do hereby certify that  
JOSEPH W. LAND, personally known to me to be the  
SA. VICE President of LASALLE NATIONAL TRUST, N.A., a National  
Banking Association, duly licensed to transact business in the State of Illinois, and  
NANCY A. STACK, personally known to me  
to be the ASST Secretary of said Banking Association 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 they signed and delivered the said instrument as  
SA. VICE President and ASST.  
Secretary of said Banking Association, and caused the Seal of said Banking  
Association to be affixed thereto, pursuant to authority given by the Board of  
Directors of said Banking Association, as their free and voluntary act and as the free  
and voluntary act and deed of said Banking Association, for the uses and purposes  
therein set forth.

GIVEN under my hand and Notarial Seal this 16<sup>th</sup> day of  
January, 1996

Vicki Howe  
Notary Public



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## EXHIBIT A

Lots 1, 2, 3 and 4 in Westbrook West, being a subdivision of the East ½ of the West ½ of the East ½ of the North West ¼ of the North East ¼ of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, and also the West ½ of the East ¼ of the North West ¼ of the North East ¼ of Section 30, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 15-30-200-017  
15-30-200-014

Address of Property: 11321-11333 West 22nd Street  
Westchester, Illinois

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Sidney & Sultz  
Jenner & Block  
One IBM Plaza  
Chicago, Illinois 60611

Office