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DESCRIPTION OF RESTRICTIONS, EASEMENTS, PARTY WALL RIGHTS AND MAINTENANCE FOR

530 NORTH WOOD STREET TOWNHOUSES

This declaration is made this 30th day of June 1997, by BEST QUALITY CONSTRUCTION CO., INC. (the "Developer")

RECITAL

The Developer is the owner in fee simple of the tract of land in the City of Chicago, Cook County, Illinois described on Exhibit "A" attached hereto, said land being referred to on the "Townhouse" as "Lot" or "Lots".

The Townhouse consists of six (6) single family residences, having party walls, which are constructed in two groupings of three (3) units in each grouping.

The Developer hereby declares the Townhouse to be held by or multiple purchasers who will accept title to said real estate subject to the terms and conditions of this Declaration.

The purpose of this Declaration is to:

- A. To provide for the use, control, and maintenance of the walls and partitions of the Townhouse and for the creation of the party wall easements set forth herein.
B. To provide for the enforcement and advancement of the walls of all buildings owned by the Townhouse and for the enforcement of the liability, maintenance and repair obligations of all owners.
C. To establish the terms of the party wall agreements and to provide the subject walls of the Townhouse.
D. To establish certain easements for support and support and responsibility for the walls and party walls.
E. To establish the terms of maintenance of the walls and to provide the subject walls of the Townhouse.

WHEREFORE, the Developer hereby declares that the Townhouse shall hereinafter be held by multiple purchasers and shall be subject to the terms and conditions of this Declaration, as set forth and embodied herein.

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Table with 3 columns and 4 rows containing letters F, P, H, I and A, D, V, M

BOX 333-CTI

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Subdivision of Block 19, being a subdivision of Canal Trustees' Subdivision of Section 7, Township 10 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois;

and as more fully shown on Exhibit "C" - Plat of Easement and Listed as Ingress, Egress and Public Utility Easement.

Any fence which lies on each Townhouse Owners property shall be maintained by said Owner. In addition, the Declarant has created planting and parkway areas adjacent to the public walkway. Any planting, parkway or driveway areas adjacent to each Townhouse shall be maintained by the Owner of that Townhouse. Further, each Owner of a Townhouse shall be charged with the obligation of the maintenance of the exterior of said Townhouse. A reciprocal easement exists between the said Townhouses to facilitate said maintenance in the event a Townhouse Owner fails to properly maintain said fence, parkway, or exterior areas.

2.6 BALCONIES AND ROOF DECKS: Declarant may create balconies on each of the Townhouses. These balconies are deemed to be part of each Townhouse and maintained by the owner thereof. Declarant also may create roof top decks on each Townhouse. These roof top decks are deemed to be a part of each Townhouse and maintained by the owner thereof.

2.7 EASEMENTS IN PERPETUITY: All easements and rights described herein are easements appurtenant to and running with the land, and shall inure to the benefit of and be binding on the undersigned, its heirs, assigns and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or part thereof.

2.8 REFERENCE TO EASEMENTS: References in this instrument to deeds or conveyances or in any mortgage, deed or other evidence of obligation, to the easements and rights described in this Declaration shall not be required, but any such reference in an instrument, if contained therein, shall be sufficient to convey and secure such easements and rights to the respective purchasers, mortgagees and holders of such parcels of land, and completely as though such easements and rights were stated fully and at length in this instrument in each document.

2.9 REFERENCE TO MAINTENANCE: References in this Declaration to Maintenance shall refer to having the respective Townhouse owner with the obligation and duty of maintaining said maintenance. Any failure to properly maintain the exterior of the property as set forth in this Declaration shall constitute a breach of the covenants and other obligations of the Townhouse owner to the other Townhouses and the Declarant.

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ARTICLE III

PROVISIONS

3.1 **EXTERIOR:** The layout and location, grade and expended substantial sums to provide an architectural design and style reflecting continuity of the Townhouses with each other and the neighborhood in general. Accordingly, any structural or physical alterations or modifications to the exterior or structure of the Townhouses including color changes is prohibited. This prohibition includes, but is not limited to, the materials and window profiles, as well as doors, windows, roof, chimneys, etc. Nothing contained herein shall prohibit the construction of primary features of the exterior of the Townhouses.

3.2 **ADDITIONS:** No additions shall be made to the Townhouses to be made to the maximum extent of their space in compliance to the rules of the Department of the Townhouses and restrictions. No additions or alterations or other structures may be constructed on the Townhouses or the lots which they occupy except for balconies and porches which are set forth in paragraph 3.1 above.

3.3 **INSURANCE:** No Owner shall be liable for any loss or damage to his Townhouse which will result in the insurance in the name of the owner. The cancellation of any insurance covered by any other Townhouse owner, or which would be a violation of any law.

3.4 **NOXIOUS USE:** Nothing shall be done in any Townhouse of a noxious or offensive nature, nor shall any outside lighting or developments or other apparatus or devices be used which will interfere with the quiet use and enjoyment of other adjacent Townhouses. All electric shall be used in a manner which shall not constitute a nuisance to other Townhouse Owners. The interior and exterior of the Townhouses shall be maintained by the Owner in a clean, sanitary and attractive condition. Owners shall also maintain, cultivate and keep in good condition all trees, shrubs, plants and other landscaping and keep all waste and refuse in suitable containers.

ARTICLE IV

PARTY WALLS ROOF AND DRIVEWAY

4.1 **PARTY WALL DESCRIPTION:** Each Townhouse has either one (1) or two (2) party walls comprising the side dividing walls of the dwelling units (which may also be referred to herein as a dividing wall) and running in a North to South direction. Said party walls are constructed of either

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Townhouses. Notwithstanding anything herein contained to the contrary, it is further agreed that in the event of damage or destruction of a party wall from any cause, other than the negligence of either of the Townhouse Owners sharing said party wall, and other than on account of fire or other casualty to one of the Townhouses sharing said party wall, either of the parties sharing said party wall shall have the right to repair or rebuild the party wall, and (i) the expense thereof shall be apportioned as heretofore provided, and (ii) each Townhouse Owner shall have the full use of the party wall as repaired or rebuilt. If damage to or destruction of the party wall shall have been caused by fire or other casualty to the property owned by the owner of one party to the said party wall, such party shall bear the entire cost of repair or rebuilding. If the other party sharing said party wall shall neglect or refuse to pay his share of the cost, the other party may have the party wall repaired or rebuilt, in addition to any other remedy available to him by law, which is authorized hereunder to be done at the expense of the party neglecting to pay for the amount of his share of the party's share of the repair or rebuilding cost. The party repairing or rebuilding shall be permitted to carry out the work of repair or rebuilding at the earliest possible time.

It is further agreed that in the event of the normal wear and tear of the party wall, the party wall shall be repaired or rebuilt at the expense of the party who is responsible for the damage or destruction of the party wall.

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4. In the event the Townhouse Party is no longer connected to the party wall, the other owner, at such time as it moves and disconnects the Townhouse from the party wall, shall demolish and remove the party wall at its sole cost and expense, leaving said wall in a suitable condition to form an exterior wall, and then said Townhouse Party Wall Agreement shall terminate and neither party shall have any right, duty or obligation hereafter except to fulfill his obligation hereunder which shall have accrued up to and including the date of such termination.

The benefits and burdens of the covenants herein contained shall inure to and be enjoyed or enjoyed by the owners of the several parcels or lots herein described and shall bind the respective parties hereto and their executors, heirs, legal representatives, successors and assigns. Nothing herein contained, however, shall be construed to be a waiver of either party of his respective rights in the event of the occurrence on which the party wall shall stand.

5. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to party walls shall apply.

1.7 PARKWAY AND LANDSCAPING: Pathways and planting areas may be created adjacent to public utility ways. It is therefore agreed that all costs, expenses for the maintenance, repair and replacement of the pathways and planting areas shall be shared equally by the owners of the lots on the Townhouse.

All decisions relative to the maintenance, repair and replacement of the above mentioned pathways and planting areas shall be determined by a majority of the Townhouse Owners.

1.8 ROOF:

A. One (1) foot has been contemplated over each of the two (2) planes or three Townhouse units which occupy the front of each. It is hereby declared that in the absence of any owner of such Townhouse to maintain its portion of the roof area covering its Townhouse, said obligation to maintain the roof area shall not be deemed to constitute an obligation to prevent

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Local Representatives of the movement, President of the United States of America.

6.6 GENDER OF TERMS; NUMBERS: All words in this Declaration, the masculine shall mean the feminine or neuter shall mean plural where the context requires; preserve the meaning of the applicable provision.

6.7 SUPERIORITY: Anything herein to the contrary not withstanding, nothing contained herein shall be construed to supersede any ordinance of the City of Chicago, Illinois, affecting the property or any portion thereof.

6.8 LAWS OF ILLINOIS: This agreement shall be construed in conformity with the laws of the State of Illinois and in accordance with the usage in said State of Illinois regarding party walls.

6.9 MODIFICATIONS: This agreement contains all the terms, conditions and covenants relating to the Townhouse described herein and its modifications, waivers, variations, or releases of duties and obligations under this agreement shall be binding unless made in writing and signed by the Townhouse Owner affected herein. In the event any modification of this Agreement is desired in relation to any of the Townhouses as set forth in Article 1.1 hereof, then, in the event the affected Townhouse Owner shall be constructed, all of the Townhouse Owners.

6.10 NOTICE: Any notice required or required to be given under the provisions of this Declaration by any owner shall be deemed to have been properly delivered when deposited in the U. S. Mail, postage prepaid, directed to the last known person who appears as an owner or other person, or the last known address for such person, which is publicly listed, if other than the address of the Townhouse.

IN WITNESS WHEREOF, BEST QUALITY CONSTRUCTION CO., an Illinois Corporation, has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and attested by its Secretary this day and year first above written.

BEST QUALITY CONSTRUCTION CO.,
an Illinois Corporation

Andriy Zubek
ANDRIY ZUBEK, PRESIDENT

Andriy Zubek
ANDRIY ZUBEK, SECRETARY

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 15th day of January, 1997.

CLERK OF COOK COUNTY

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INDEXED FILED 01/15/97 12:42 PM
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