

AMENDMENT TO GRANT
AND DECLARATION OF
EASEMENTS

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Cook County Recorder 33.50

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Attorneys at Law
301 W. Touhy
Park Ridge, IL 60068



AMENDMENT TO GRANT AND DECLARATION OF EASEMENTS

Amendment to Grant and Declaration of Easements made this 25 day of July, 1997 by the owners of real property in the City of Park Ridge, County of Cook, State of Illinois, commonly known as 519 Summit, Units A, B, C, and D

RECITALS

A. The undersigned, are all the owners of the real property in the City of Park Ridge, County of Cook, State of Illinois, commonly known as 519 Summit, Units A, B, C, and D, and legally described and attached to this Amendment.

B. The Owners desire to amend the Grant and Declaration of Easements dated October 10, 1964 and recorded with the Cook County Recorder as Document #19276230 and declare additional covenants and restrictions as they relate to said property ("townhouse and parking space") to run with all the land described herein for a period of 20 years from the date this instrument is recorded with the County Recorder of the County of Cook, State of Illinois, after which time such covenants and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners has been recorded, agreeing to change the covenants and restrictions in whole or in part.

IN CONSIDERATION of the mutual covenants contained herein, the undersigned hereby declare as follows:

1. All Owners agree to share equally the cost of maintenance, repair and replacement of the following elements used commonly by all owners ("common elements"): parking lots, garbage area, roof, outside doors and windows, exterior walls, and gutters, if any. All proposed maintenance, repairs or replacements of common elements must be approved by a majority of the Owners. All contractors employed by the Owners shall be required to deposit with the Owners evidence of sufficient liability insurance. Owners agree that maintenance shall include the employment of a contract landscaping service and a snow removal service.

2. Although certain elements are treated as "common" for purposes of maintenance, repair and replacement as described in Paragraph 1, all Owners shall maintain homeowners insurance for the owner's townhouse and parking space and the owner's portion of the party wall, roof, and gutter system as is located or installed upon or attached to each owner's townhouse. Owners shall pay individual tax bills for each owner's townhouse and parking space. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner or owners, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within 2 months after the damage occurs, and shall be completed within 6 months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

3. No townhouse shall be occupied and used except for residential purposes by the owner(s) or lessee(s), and no trade or business shall be conducted therein.

4. No townhouse or any portion thereof shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time-sharing agreement for a term less than one year.

5. No "For Sale" signs shall be displayed to the public view on any townhouse or any portion of the property except such signs which read "For Appointment Only."

6. No animals, reptiles, insects, or large birds of any kind shall be raised, bred, or kept in any townhouse, or in any portion of the property.

7. All owners agree that the exterior colors of these common elements shall be uniform for all units and structured parts located on said property. No building, fence, wall, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, installed, erected, painted, repainted, or maintained upon the property, nor shall any alteration or improvement of any kind be made to the property until the same has been approved in writing by all the Owners. No permission or approval shall be required to repaint in accordance with the then existing color scheme, or to rebuild in accordance with the owners' original plans and specifications.

8. All Owners shall install and maintain smoke alarm devices on each floor of Owner's townhouse. Smoke alarms shall be checked regularly by owner.

9. All rubbish, trash, and garbage shall be regularly removed from the property, and shall not be allowed to accumulate on the property. All rubbish, trash and garbage shall be disposed of in plastic bags securely tied on the top before being placed in the refuse drums.

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10. No toys, bicycles, buggies, etc. shall be stored on the front porches or parking stalls of the townhouses.

11. All owners shall meet twice annually to discuss the maintenance of the townhouses and common elements and any other issues presented by any of the owners.

12. If the parties to this instrument, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants, conditions or restrictions set forth in this instrument, it shall be lawful for any other person or persons owning any other townhouse in the complex to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, condition, or restrictions and either to prevent him or her or them from so doing or to recover damages or other relief for such violation.

Executed at Park Ridge, Illinois on July 25, 1997.

John Kowalski

Owner of Unit A

Print: JOHN KOWALSKI

Gertrude G. Laske

Owner of Unit B (beneficial owner*)

Print: GERTRUDE G. LASKE

Beatrice V. Corley

Owner of Unit C TRUSTEE

Print: BEATRICE V. CORLEY

Trustee, BEATRICE V. CORLEY TRUST, DTD 11/22/89

Beatrice V. Corley

Owner of Unit D TRUSTEE

Print: BEATRICE V. CORLEY

Trustee BEATRICE V. CORLEY TRUST, DTD 11/22/87

PREPARED BY:
Hegarty, Kowols & Lynch
301 W. Touhy
Park Ridge, IL 60068

*By: American National Bank and Trust Company, Trustee Trust #6109 PR, DTD 3/5/91, and not personally.

*By: Annette J. Brusca
Assistant Vice President

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are made solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Christine E. Durlak, a Notary Public in the for said

County, in the state aforesiad, do hereby certify that John Kowalski
Owner of Unit A

is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed, sealed and delivered the said instrument as _____
free and voluntary act, for the uses and purposes therein set forth, including the release
and waiver of the right of homestead.

Given under my hand and notarial seal this 8th day of AUGUST, 1997



Christine E. Durlak
Notary Public

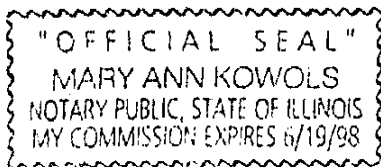
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MARY ANN KOWOLS, a Notary Public in the for said

County, in the state aforesiad, do hereby certify that BERTRUD B. LASKE
Owner of Unit B

is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that she signed, sealed and delivered the said instrument as _____
free and voluntary act, for the uses and purposes therein set forth, including the release
and waiver of the right of homestead.

Given under my hand and notarial seal this 25 day of JULY, 1997



Mary Ann Kowols
Notary Public

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

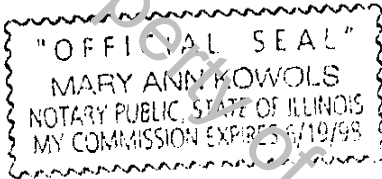
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I, MARY ANN KOWOLS, a Notary Public in the for said

County, in the state aforesiad, do hereby certify that Beatrice V. Corley, Trustee
Owner of Unit C

is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that she signed, sealed and delivered the said instrument as
free and voluntary act, for the uses and purposes therein set forth, including the release
and waiver of the right of homestead.

Given under my hand and notarial seal this 25 day of July, 1997



Mary Ann Kowols
Notary Public

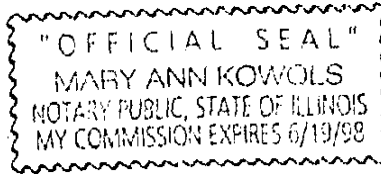
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MARY ANN KOWOLS, a Notary Public in the for said

County, in the state aforesiad, do hereby certify that Beatrice V. Corley Trustee
Owner of Unit D

is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that she signed, sealed and delivered the said instrument as
free and voluntary act, for the uses and purposes therein set forth, including the release
and waiver of the right of homestead.

Given under my hand and notarial seal this 25 day of July, 1997



Mary Ann Kowols
Notary Public

EXHIBIT A

LEGAL DESCRIPTION:

Parcel No. 1 - That part of Lot 18 in J. T. Jane's Addition to Park Ridge, in the Northwest quarter of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of said Lot, thence North on the West line thereof, 55.05 feet; thence East to a point in the East line thereof, 54.36 feet North of the Southeast corner of said Lot; thence South on the East line of said Lot, 54.36 feet to the Southeast corner of said Lot; thence West on the South line of said Lot, 50 feet to the point of beginning; ALSO

Parcel 1-A - That part described as follows: Beginning at a point on the West line of said Lot, 112.53 feet North of the Southwest corner of said Lot; Running thence East on a line drawn to a point in the East line of said Lot, 111.54 feet North of the Southeast corner of said Lot, a distance 7.0 feet, for a point of beginning thence continue East on last described course 90 feet; thence North parallel to the West line of said Lot; 30 feet thence West parallel to first described course 9 Feet; thence South parallel to the West line of said Lot 30 feet to the point of beginning in Cook County, Illinois.

Parcel No. 2 - That part of Lot 18 in J. T. Jane's Addition to Park Ridge for the Northwest quarter of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Ill., described as follows: Beginning at a point on the West line of said Lot 55.05 feet North of the Southwest corner of said Lot; thence East to a point in the East line thereof, 54.36 feet North of the Southeast corner of said Lot; thence North on the East line of said Lot, 18.97 feet; thence West to a point in the West line thereof 73.99 feet North of the Southwest corner of said Lot; thence South on the West line of said Lot, 18.94 feet to one point of beginning; ALSO

Parcel 2-A - That part of Lot 18 aforesaid described as follows: Commencing at a point on the West line of said Lot, 112.53 feet North of the Southwest corner of said Lot; thence East on a line drawn to a point in the East line of said Lot, 111.54 feet North of the Southeast corner of said Lot, a distance of 16.0 feet for a point of beginning; thence continuing East on last described course, 9.0 feet; thence North parallel to the West line of said Lot, 58.75 feet to the North line of said Lot; thence West along said North line, 9.0 feet; thence South parallel to the West line of said Lot, 58.82 feet to the point of beginning.

Parcel No. 3 - That part of Lot 18 in J. T. Jane's Addition to Park Ridge in the Northwest quarter of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Ill., described as follows: Beginning at a point on the West line of said Lot, 73.99 feet North of the Southwest corner of said Lot; thence East to a point in the East line thereof, 73.33 feet North of the Southeast corner of said Lot; thence North on the East line of said Lot, 18.83 feet; thence West to a point in the West line thereof 93.18 feet North of the Southwest corner of said Lot; thence South on the West line of said Lot, 19.19 feet to the point of beginning; ALSO

Parcel 3-A - That part of Lot 18 aforesaid described as follows: Commencing at a point on the West line of said Lot, 112.53 feet North of the Southwest corner of said Lot; thence East

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on a line drawn to a point in the East line of said Lot, 111.54 feet North of the Southeast corner of said Lot, a distance of 25.0 feet for a point of beginning; thence continuing East on the last described course, 9.0 feet; thence North parallel to the West line of said Lot, 58.68 feet to the North line of said Lot; thence West along said North line 9.0 feet; thence South parallel to the West line of said Lot, 58.75 feet to the point of beginning.

Parcel No. 4 - That part of Lot 18 in J. T. Jane's Addition to Park Ridge in the Northwest quarter of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Ill., described as follows: Beginning at a point on the West line of said Lot, 93.18 feet North of the Southwest corner of said Lot; thence East to a point in the East line thereof, 92.16 feet North of the Southeast corner of said Lot; thence North on the East line of said Lot, 19.38 feet; thence West to a point in the West line thereof, 112.53 feet North of the Southwest corner of said Lot; thence South on the West line of said Lot, 19.35 feet to the point of beginning; ALSO

Parcel 4-A - That part of Lot 18 aforesaid described as follows: Commencing at a point on the West line of said Lot, 112.53 feet North of the Southwest corner of said Lot; thence East on a line drawn to a point in the East line of said Lot, 111.54 feet North of the Southeast corner of said Lot, a distance of 34 feet, for a point of beginning; thence continuing East on the last described course, 16.0 feet to the East line of said Lot; thence North along said East line of said Lot, 58.54 feet to the Northeast corner of said Lot; thence West along the North line of said Lot, 16.0 feet; thence South parallel to the West line of said Lot, 58.68 feet to the point of beginning.

PERMANENT REAL ESTATE INDEX NUMBER:

Unit A: 09-36-111-046

Unit B: 09-36-111-047

Unit C: 09-36-111-048

Unit D: 09-36-111-049

ADDRESS OF PROPERTY: 519 Summit, Units A, B, C and D
Park Ridge, IL 60068

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