

This instrument was prepared by,  
and after recording return to:

GERALD M. PETACQUE  
19 West Jackson Boulevard  
Chicago, Illinois 60604

**PLAT WITH THIS DOCUMENT**

**DECLARATION OF EASEMENTS,  
COVENANTS AND RESTRICTIONS**

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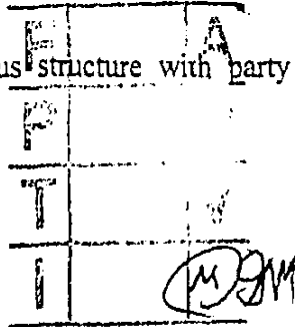
WHEREAS, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, ("Declarant") an Illinois Banking Corporation, as Successor Trustee under the provisions of a Trust Agreement dated February 23, 1993, and known as Trust number 1172, is the holder of the legal title to a certain parcel of real estate legally described as follows:

Lot 81 and the North 4 1/4 Feet of Lot 82 in Erwin's Subdivision of the South 1466 1/2 Feet of the East 1/2 of the West 1/2 of the Southwest 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 16-08-319-015 and 16-08-319-016

the "Subject Property"; and

WHEREAS, certain portions of the Subject Property, which portions are hereinafter more particularly described, are improved as six dwelling sites and are hereinafter referred to as "dwelling parcels," "dwelling units" or "units." Each dwelling parcel is improved with a "Town House," being a single-family private residence. Said Town Houses are constructed in a group such that they constitute a continuous structure with party walls straddling the boundaries



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between dwelling parcels, all as depicted on a plat attached hereto and made a part hereof as "Exhibit A" hereof; and.

*WHEREAS*, certain portions of the Subject Property, which portions are hereinafter more particularly described, are improved as parking sites and are hereinafter referred to as "parking parcels;" all as depicted on a plat attached hereto and made a part hereof as "Exhibit A" hereof, and,

*WHEREAS*, certain portions of the Subject Property, which portions are hereinafter more particularly described, are intended as lawn parcels and are hereinafter referred to as "lawn parcels"; all as depicted on a plat attached hereto and made a part hereof as "Exhibit A" hereof, and,

*WHEREAS*, each dwelling parcel shall be conveyed together with a parking parcel and a lawn parcel; said parcels are assigned as depicted on a plat attached hereto and made a part hereof as Exhibit "A".

*WHEREAS*, the Declarant intends to and will convey some or all of the Subject Property and desires and intends that the several owners, future mortgagees thereof, and all persons acquiring any interest therein now or hereafter shall at all times enjoy the benefits of and shall hold their said individual dwelling, parking and lawn parcels subject to the rights, easements, burdens, uses and privileges hereinafter set forth;

*NOW, THEREFORE*, the Declarant does hereby declare that the following rights, easements, covenants, burdens, uses and privileges shall and do exist at all times hereinafter among the several owners, purchasers or mortgagees of the said parcels of real estate in this instrument described, in the manner and to the extent herein set forth, and that the declarations

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contained herein shall be binding upon and inure to the benefit of each and every parcel in this instrument described:

1. Each dwelling parcel, together with its respective parking and lawn parcel, is and shall be for the exclusive use and enjoyment of the respective unit owner(s). The owner(s) of each unit shall have the responsibility for and duty to maintain their dwelling unit, parking parcel and lawn parcel in good condition and repair.
2. All the dividing walls which separate the respective dwelling parcels shall at all times be considered party walls. The cost of maintenance, repair or replacement of said party walls shall be borne equally by the owner(s) of the Town Houses served thereby.
3. The owner(s) of each unit shall be required to maintain a policy of insurance against fire, hazard, casualty losses with extended coverage in an amount at least sufficient to cover replacement costs of any such damage. In addition thereto, the owner(s) of each unit shall be required to maintain public liability insurance in an amount not less than \$100,000.00 per injury/\$200,000.00 per occurrence; or in such other amounts decided by the vote of the owner(s) of four of the dwelling parcels.
4. In the event of damage by fire or other casualty of any structure upon any dwelling parcel, the owner(s) of the structure damaged shall be entitled to place floor joists and other supports in the dividing wall or walls.
5. The owner(s) of each unit shall be entitled to break through the dividing walls of such unit for the purpose of necessary repairs to sewerage, water and utility facilities. The cost of restoration of the dividing wall to its previous condition shall be borne solely by the owner making such repairs. In the event that any repairs are required to the West wall, the owner of the adjacent unit shall have the right to enter upon such parking parcels as may be required, subject to the duty to repair any damage cause by such entry.
6. The owner(s) of each unit shall be responsible for the maintenance, repair or replacement of the common gutter system that is located, installed or attached thereto. The downspouts shall be maintained by the owner of the dwelling parcel upon which they are located or shared equally by the owners of the dwelling parcels served

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thereby. The cost of maintenance, repair or replacement of the common roof of the building shall be shared equally by the owners of the six dwelling parcels. The cost of maintenance, repair or replacement of the main sewer line and water line into which the sewer and water lines of said parcels connect shall be shared equally by the owners of the six dwelling parcels. No such expenditures shall be made or contracted for except upon the written consent of the owner(s) of four of the dwelling parcels.

7. The owner(s) of each unit shall be required to install and maintain, in good operating condition, one or more smoke/fire detectors on each floor of his/her dwelling parcel.
8. The owner(s) of each unit shall maintain his/her unit in compliance with the Oak Park Housing Code and other pertinent ordinances existing at the date hereof or hereafter adopted.
9. Upon the written agreement and direction of the owners of four of the dwelling parcels herein described, all owners of the dwelling parcels may become members of a larger homeowner's association which would include the dwelling parcels herein described.
10. Easements for the installation, use, maintenance, repair and replacement of public utilities, including sewer, gas, electricity, telephone and water lines (but not including cable television) for the use of the dwelling parcels are hereby created over, under and across the Subject Property, all as depicted on "Exhibit A". Said easements shall be used in common by the present and future owners, occupants and future mortgagees of and all persons now or hereafter acquiring any interest in the respective parcels hereinbefore described.
11. Easements for access, ingress and egress of pedestrians and vehicles, which rights and easements shall be appurtenant to and shall pass with the title to every Town House purchaser, for use of the dwelling parcels and parking parcel herein designated and described, are hereby created over, under and across each dwelling parcel and the parking parcel as set forth in Exhibit "A" attached hereto and made a part hereof. Said easements shall be used in common between present and future owners, occupants, and mortgagees of, and all persons now or hereafter acquiring any interest in the respective parcels herein described.

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12. Any and all other facilities of any kind presently existing or hereafter installed, designed for the common use of any two or more dwelling parcels, shall be perpetually used in common by such dwelling parcel owners or occupants.
13. Other than the structures presently erected upon the said several dwelling parcels herein described or identical structures erected in replacement thereof, no interior structures, entrances, or additions, or additional buildings, porches, screened porches or porch enclosures shall be built upon any parcel.
14. Any aerial for radio or television reception or transmission shall be constructed or maintained only upon the roof directly above the dwelling parcel so served. No fence shall at any time be installed or maintained upon any dwelling parcels herein described.
15. Only shrubbery, grass, trees and flowers may be placed upon or grown upon any dwelling parcels. The entire area of each dwelling parcel other than that covered by the building or sidewalk thereon and the parkway adjoining such parcel shall be planted with lawn, grass, flowers, trees or shrubbery and shall be kept in a neat and orderly condition by the owner(s) of such parcel. No rock garden shall be constructed or maintained upon any such parcel. Trees may be planted by the owner(s) of such parcels, providing, however, that such tree or trees shall not interfere in any manner with the light and air or peaceful enjoyment of any of the other parcels.
16. All outside painting and decorating of any dwelling unit shall conform in color and quality to the outside painting and decorating of all other dwelling units. The color and quality shall be determined by the vote of the owners of not less than four dwelling parcels. Each dwelling parcel shall be entitled to one vote.
17. The lawn parcels shall be maintained free and open and shall not be obstructed in any manner. The costs of maintenance on said lawn parcels shall be borne equally by the owners of all the dwelling parcels; provided, however, that no cost or expense shall be incurred except upon the written consent of the owners of not less than four dwelling parcels.
18. In the event it becomes necessary to keep the parking area and the easements reasonably free of snow, the cost of removing the snow

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shall be borne equally by the owners of all the dwelling parcels, provided, however, that no cost or expense in connection with removal of snow shall be incurred except upon the written consent of the owners of not less than four dwelling parcels. Fences in parking areas shall be perimeter fences only. No fence shall be allowed between parking parcels. No parking parcel shall be used for any purpose except parking one passenger vehicles; no trucks or commercial vehicles shall be allowed.

19. All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all its grantees and their respective heirs, successors, personal representatives or assigns, perpetually in full force and effect.
20. Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.
21. Any record or beneficial owner of a dwelling unit shall have standing to bring such action against any other owner of any other unit(s), in law or in equity, to enforce the terms and conditions of this Declaration of Easements, Covenants and Restrictions. The costs, including reasonable attorneys' fees, of such action shall be reimbursed by the violating owner(s).
22. In the event, in the sole judgment of any four of the owners of record of dwelling units who agree repairs or maintenance are required for the easement of access, such owners shall obtain at least three competitive bids, the amount of the lowest and best bid shall be let and each owner shall be responsible to pay one-sixth (1/6th) of such bid on or before fourteen days after written notice that such payment is required. In the event any party shall fail to contribute his or her share then any other party or parties may, but shall not be obligated to advance any sums not contributed. However, any sums so contributed or paid or incurred shall be a lien on the land of said owner from the time a notice of the default of payment is recorded in the Recorder's Office and shall be forthwith due and payable by the defaulting party to the party or parties so advancing such funds, and the defaulting party or parties

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shall pay such amounts forthwith upon demand, with interest at the rate of twelve (12%) percent per annum from the date of such advancement until the date of repayment of such defaulting party.

The party or parties entitled to such repayment may bring an action at law against the owner personally obligated to pay same and there shall be added to the amount due the cost of any lawsuit, together with legal interest on the amount due, and reasonable attorneys' fees. All such amounts, together with interest and costs as well as being a personal obligation of the owner of the respective parcel at the time such charge was due, shall constitute a continuing lien upon the owner's parcel from the time of recording a notice thereof in the Recorder's Office and shall be binding upon such property in the hands of the owner or his or her heirs, executors, administrators, personal representatives, successors and assigns, and the party or parties entitled to such repayment may bring an action to foreclosure the lien against the parcel. The lien of charges provided for herein shall be subordinate to the lien of any institutional mortgage now or hereafter placed upon the premises subject to such charge; provided, however, that such subordination shall only apply to such charges which become due and payable prior to the sale of such parcel subject to a decree or foreclosure of any mortgage or prior to a Deed of Conveyance of such parcel given by the mortgagor in lieu of foreclosure. Such sale or Deed of Conveyance in lieu of foreclosure shall not release such parcel from liability for any charge thereafter becoming due or due from the lien of subsequent charges.

23. The Developer, until all parcels are sold, shall be permitted to maintain sales offices, and engage in sales activities, on the premises.
24. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, or the rule restricting restraints or alienation, or any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the incumbent President of the United States.
25. The Trustee in making and acknowledging the present instrument and in effecting delivery and recordation thereof, does so not in its individual capacity, but solely in the capacity herein described for

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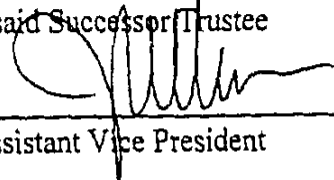
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the purposes of binding the herein described property, and subject to the express conditions, anything to the contrary herein notwithstanding, that no personal liability or responsibility is assumed by the Trustee or any of the beneficiaries under the within stated account by virtue hereof, and such liability, if any being expressly waived and released by all other parties hereto and those claiming by, through or under them.

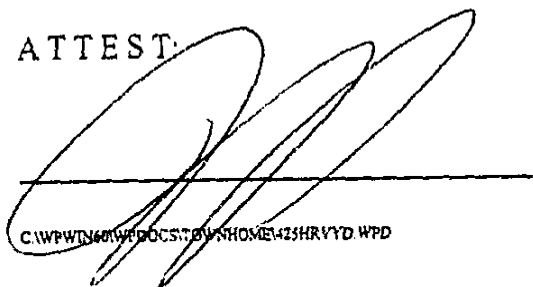
This Declaration of Easements, covenants and Restrictions is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as aforesaid Successor Trustee, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO hereby warrants that it possesses full power and authority to execute this instrument), and it expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as aforesaid Successor Trustee, has caused these presents to be signed by its Assistant Vice President and its Corporate Seal to be hereunto affixed and attested by its Assistant Secretary, this 28th day of OCTOBER, 1907.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
Aforesaid Successor Trustee

BY:   
Assistant Vice President

ATTEST:



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STATE OF Illinois )  
 ) SS.  
COUNTY OF COOK )

On the 28 day of October, 1997, before me, a Notary Public in and for said County, personally appeared Y. MICHAEL WHELAN and Gregory S. Kasprzyk to me personally known and known to me to be the same persons who executed the within instrument, who, being by me duly sworn, did depose and state that they are respectively Vice President and a ASSISTANT SECRETARY of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, the national banking association described in and which executed the foregoing instrument as Trustee; that said instrument was signed by them as such officers of and on behalf of said banking association by authority of its Board of Directors; and the said persons severally acknowledged the execution of said instrument to be the free and voluntary act and deed of said banking corporation by its being freely and voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

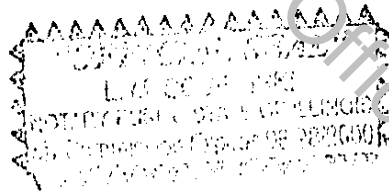
L. M. Sawinski

(name printed)

Notary Public

My commission: \_\_\_\_\_

[NOTARIAL SEAL]



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