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Prepared by and after recording return to:



Kathryn Kovitz Arnold, Esq.
Shefsky & Froelich Ltd.
444 N. Michigan Avenue, Suite 2500
Chicago, Illinois 60611



**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND PARTY-WALL AGREEMENT**

THIS DECLARATION is made and entered into on the date hereinafter set forth by **ROBERT** and **KAREN RANQUIST**, the record owners of the simple fee title of 2106 W. Superior, Chicago, Illinois 60612 and **HOWARD** and **KIM DAVIS**, the record owners of the simple fee title of 2108 W. Superior, Chicago, Illinois 60612 (together, the "Declarants").

WHEREAS, Robert and Karen Ranquist are the record owners and legal titleholders of the real estate legally described on Exhibit A attached hereto and incorporated herein ("Parcel One") and Howard and Kim Davis are the record owners and legal titleholders of the real estate legally described on Exhibit B attached hereto and incorporated herein ("Parcel Two").

WHEREAS, the Declarants have purchased attached single family dwellings located on Parcel One and Parcel Two which will require uniformity and continuing care and maintenance for the privacy, benefit and enjoyment of all persons owning and residing in the separate single family dwellings; and

WHEREAS, Declarants desire to establish for their own benefit and the mutual benefit of all future owners and occupants, certain easements or rights in, over, under, upon and along the real estate and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof.

NOW, THEREFORE, THE DECLARANTS HEREBY DECLARE the aforesaid real estate shall hereafter be held, sold, conveyed and accepted by any Grantors and Grantees or Occupants as being subject to this Declaration of Covenants, Conditions, Restrictions and Party-Wall Agreement;

FURTHER, that this Declaration and all of its contents will be binding upon and inure to the benefit of each owner now or in the future and shall run with the land which is subject to this Declaration to be held, sold and conveyed as subject thereto.

ARTICLE I

DEFINITIONS

1.01 "Unit" shall mean each or both, as applicable, of the single family residential units which are attached to one another by a common party-wall and which are designed or intended for the exclusive use and living quarters for one family each.

1.02 "Parcel" shall mean a portion of the Lot which is separately designated as belonging to the Owner of one of the Units, one of which is legally described on Exhibit A and one of which is legally described on Exhibit B.

1.03 "Owner" shall mean and refer to the record owner whether one or more persons or entities of the simple fee title of any Parcel.

1.04 "Occupant" shall mean any person or persons who live in and are in possession of any Unit.

ARTICLE II

MAINTENANCE

2.01 Each Owner shall have the obligation to maintain in good repair and first-class condition all masonry walls (excluding the party-wall as discussed separately herein) including foundations thereof, all gutters and down spouts, exterior walls, painting, maintenance and cosmetic repair of front doors and garage doors, repair and maintenance of chimneys and exterior fire place parts, if any, repair of glass, windows, electrical fixtures and all outside surfaces, concrete walks and patios appurtenant to and part of their Unit.

2.02 All repairs to the roof of the Units shall be done as a joint expense of the Owners and allocated half to one Unit and half to the other Unit, unless, however, the roof repair is precipitated by the negligent or willful acts of one Owner and then that Owner shall be fully responsible for the repair expense.

ARTICLE III

INSURANCE AND TAXES

3.01 Each Owner shall procure and maintain in full force at all times insurance covering its Unit consisting of or providing all of the protection afforded by insurance now generally described as Homeowner's Insurance, if Owner occupied, or as fire and extended coverage vandalism and malicious mischief if rented, to 100 percent of full insurable value thereof, with loss payable on the basis of cost of replacement without deduction for depreciation less a deductible amount of no more than \$500.00. To the extent deemed necessary for mortgage financing each Owner shall be required to provide a copy of said insurance or proof thereof to Owner of the adjoining parcel.

3.02 In the event of damage or destruction of a Unit, the holder of the mortgage and/or Owner encumbering such Unit shall cause the proceeds of any insurance required pursuant to Section 3.01 hereof to be utilized in restoring the Unit to repair under subsection (i) pursuant to the terms of this Article.

3.03 In the event a Unit or any portion thereof shall be damaged or destroyed by fire or other casualty, then the Owner thereof shall (i) cause it to be repaired, restored or reconstructed as the case may be or (ii) elect not to rebuild or restore the Unit to its original condition but shall cause the party-wall between the Units to be reconstructed and maintained for the full benefit of the adjoining Owner as pursuant to the terms of Article 5 of this Declaration. If the Owner elects not to rebuild or restore the Unit but to maintain the party-wall as set forth in the preceding sentence the Owner may construct an alternate single family residential structure on its Parcel so long as the same does not materially adversely affect the adjoining Unit. If the Owner elects (i) above, the repairs, restoration or reconstruction shall be in the same architectural style and design as was originally constructed and shall conform in all respects of all applicable laws or ordinances in force at the time of such repair, restoration or reconstruction. In the event of the total or substantial destruction of both Units contained on the Lot the architectural design of the attached Unit to be rebuilt and the materials to be used in constructing the same shall be agreed upon among the Owners thereof and in the absence of agreement the rebuilt attached Units shall be substantially similar in architectural design as the original Units and shall be constructed of comparable materials. Except, however, if both Units have been completely destroyed or substantially destroyed and the Owners unanimously agree not to rebuild they shall be relieved of the obligation to rebuild and agree to execute appropriate documentation to release this Declaration of record.

3.04 It is understood that real estate taxes are to be separately taxed to each Unit Owner for its Unit. In the event that for any year such taxes are not separately taxed to each Unit Owner then each Unit Owner shall pay one-half of the tax bill.

ARTICLE IV

RESTRICTIONS AND RIGHTS RELATING TO PROPERTY

4.01 The Owners shall comply with all ordinances of the City of Chicago in connection with the use of the Lot.

4.02 Each parcel conveyed shall be designated by a separate description, as set forth on Exhibit B, and shall constitute a freehold estate subject to the terms, conditions and provisions hereof as previously described.

4.03 Units shall be used only for residential purposes as single family private residences and not for commercial use. Each Owner may however, maintain a personal professional library, keep personal business or professional records or accounts, handle personal business or telephone calls, confer with business or professional associates, clients and/or customers in their Unit. No Unit may be used in such a manner as to endanger the health or disturb the reasonable enjoyment and use of the other Owner.

4.04 No buildings other than the originally constructed Units or rebuilt or reconstructed Units as allowed hereunder shall be constructed on any Parcel.

4.05 No animals, live stock or poultry of any kind shall be raised, bred or kept in any Unit except dogs, cats or other common household pets.

4.06 No Owner or Occupant shall do any act or perform any work or maintain any condition which will impair any easement or right of the adjoining Owner or Occupant.

4.07 There shall be no change in any facade appearance or exterior color of any Unit from that upon the initial conveyance of the Unit without the prior approval of the adjoining Owner.

4.08 No Owner shall construct anything upon the roof of its Unit without first obtaining the consent of the other Unit Owner, which consent shall not be unreasonably withheld.

ARTICLE V

PARTY-WALLS

5.01 The dividing wall which straddles the boundary line between the Parcels which serves and supports the Units shall at all times be considered party-wall and each Owner shall have the right to use said party-wall below and above the surface of the ground for the support of its Unit and for the support of any repair, restoration or reconstruction of any Unit and shall have the right to maintain in or on said wall any pipes, ducts, wires or conduits originally located therein or thereof, and new replacements subject to the restrictions hereinafter contained.

5.02 No Owner or any successor in interest to any Owner shall have the right to extend or diminish said party-wall in any manner either in length, height or thickness.

5.03 In the event any damage to or destruction by fire or any casualty of the party-wall, including the foundation thereof, each Owner shall have the obligation to repair or rebuild such wall. However, if only one Unit is damaged in connection with the party-wall, that Unit Owner shall pay the expense of rebuilding or repairing the party-wall. If both Units are damaged in connection with the party-wall the Owners shall each pay one-half of the cost of such repair or rebuilding. Notwithstanding the foregoing, however, if the damage to the party-wall is precipitated by the negligent or willful act of one Owner then that Owner shall be fully responsible for the repair expense. All such repair or rebuilding shall be done within a responsible time in a workman-like manner and with materials comparable to those used in the original wall and shall conform in all respects to the laws and ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. License is hereby granted to the Owner of the adjacent Parcel for reasonable access onto the adjoining Parcel or into the adjoining Unit for the purpose of rebuilding destroyed or materially damaged party-walls or any electrical wiring, plumbing, pipes, heating ducts or other fixtures or lines contained therein upon reasonable written notice. Whenever such wall or any portion thereof shall be rebuilt it shall be erected in the same location and on the same line and be the same size as the original wall.

5.04 The foregoing provisions of this Article are not intended to nor shall they be construed as making any party forego any right they may have under any rule of law regarding liability for negligent or willful acts or omissions except to the extent where there is full insurance coverage in which event each Parcel Owner forgives any negligent act of the Owner and each shall be obligated to use their insurance to pay their proportionate share.

5.05 The title of each Unit Owner to the portion of the party-wall is subject to a cross right in favor of the adjoining Owner for use of said wall.

ARTICLE VI

MISCELLANEOUS

6.01 Each Owner shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, restorations or other rights now or hereafter imposed by the provisions of this Declaration. Any Owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorney's fees incurred by the other party to such action. Each Owner shall likewise be responsible for reasonable attorney's fees for the bringing of any action against the adjoining Owner if it should be determined by a court of competent jurisdiction not to be justifiable. The amount of such attorney's fees together with court costs shall constitute an additional lien against the Parcel of the liable Owner, enforceable as other liens.

6.02 Invalidation of any one of these covenants, restrictions, rights or conditions by judgment or court order shall in no way effect any other provision which will remain in full force and effect. All provisions hereof shall be deemed separate and severable.

6.03 The covenants, conditions, restrictions, and rights hereunder shall run with the Land and shall be to the benefit of and be enforceable by the Owner of any Parcel subject to this Declaration.

6.04 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the use of the Lot as two single family Units.

6.05 Notices to any party hereto shall be sent by personal delivery or certified mail return, receipt requested, at their Unit.

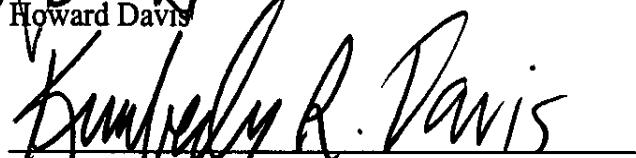
6.06 This Declaration may only be amended or released upon the written consent of both Owners and recording of a proper amendment or release in the land records.

IN WITNESS THEREOF, each of the parties hereto, has caused its signatures to be affixed hereto, signed, this 30 day of June, 1999.

DECLARANTS



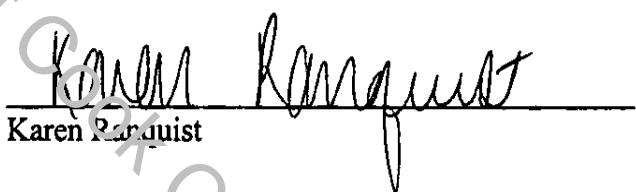
Howard Davis



Kim Davis



Robert Ranquist



Karen Ranquist

Property of Clark County Clerk's Office

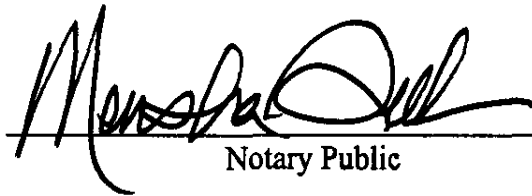
604631

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Howard Davis**, 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 acknowledge that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes, therein set forth.

Given under my hand and notarial seal this 30 day of June, 1999.

My commission expires 

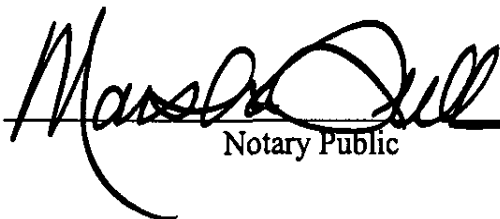

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Kim Davis**, 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 acknowledge that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes, therein set forth.

Given under my hand and notarial seal this 30 day of June, 1999.

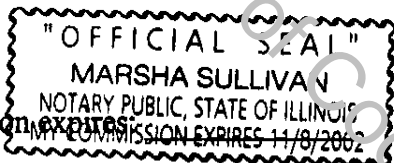
My commission expires 


Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Robert Ranquist**, 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 acknowledge that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes, therein set forth.

Given under my hand and notarial seal this 30 day of June, 1999.



My commission expires

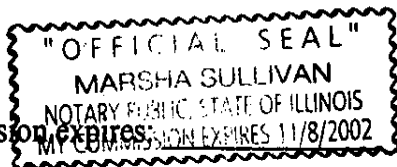
Marsha Sullivan

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Karen Ranquist**, 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 acknowledge that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes, therein set forth.

Given under my hand and notarial seal this 30 day of June, 1999.



My commission expires

Marsha Sullivan

Notary Public

EXHIBIT A
LEGAL DESCRIPTION
PARCEL ONE

THAT PART OF LOTS 47 AND 48 TAKEN AS A SINGLE TRACT WHICH LIES EASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID TRACT (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF W. SUPERIOR STREET), 22.59 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT (THE FOLLOWING THREE COURSES ARE ALL THROUGH A WALL OF AN EXISTING TWO STORY BUILDING) THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 30.02 FEET TO A POINT; THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 42.92 FEET TO A POINT THAT IS 23.66 FEET WEST OF THE EAST LINE OF SAID TRACT; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT, 49.42 FEET MORE OR LESS TO THE NORTH LINE OF SAID TRACT, ALL IN RUSSELL'S SUBDIVISION OF BLOCK 6 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.

17-07-102-040

ADDRESS OF PROPRTY:

2106 W. SUPERIOR, CHICAGO, ILLINOIS 60612

EXHIBIT B
LEGAL DESCRIPTION
PARCEL TWO

THAT PART OF LOTS 47 AND 48 AS A SINGLE TRACT WHICH LIES WESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID TRACT (THE SOUTH LINE OF SAID TRACT ALSO BEING THE NORTH LINE OF W. SUPERIOR STREET), 22.59 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT (THE FOLLOWING THREE COURSES ARE ALL THROUGH A WALL OF AN EXISTING TWO STORY BUILDING) THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 30.02 FEET TO A POINT; THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 42.92 FEET TO A POINT THAT IS 23.66 FEET WEST OF THE EAST LINE OF SAID TRACT; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT, 49.42 FEET MORE OR LESS TO THE NORTH LINE OF SAID TRACT, ALL IN RUSSELL'S SUBDIVISION OF BLOCK 6 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.

ADDRESS OF PROPRTY: 2108 W. SUPERIOR, CHICAGO, ILLINOIS 60612