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## DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENT

THIS DECLARATION is made and entered into on this 29th day of January, 1988 by WILLIAM C. STEINMETZ and GAIL A. STEINMETZ, married to each other, who reside in the Village of Glenview, County of Cook, and State of Illinois, hereinafter referred to as "Declarants".

### W I T N E S S E T H:

WHEREAS, Declarants are the owners of the following described properties located in the Village of Glenview, County of Cook, and State of Illinois:

LOT TWENTY-SIX ----- (26)

In George F. Nixon's Third Addition to Glenayre Development, being a Subdivision of part of the Southwest Quarter (1/4) of Section 36, Township 42 North, Range 12, East of the Third Principal Meridian, according to Plat thereof, registered in the Office of the Registrar of Titles of Cook County, Illinois as Document Number 832098

Permanent Tax No.: 04-36-300-008-0000 (Volume 134)

Commonly known as: 707 Glendale Drive  
Glenview, Illinois 60025

hereinafter described as "Parcel 1"; and

LOT TWENTY-SEVEN----- (27)

In George F. Nixon's Third Addition to Glenayre Development, being a Subdivision of part of the Southwest Quarter (1/4) of Section 36, Township 42 North, Range 12, East of the Third Principal Meridian, according to Plat thereof, registered in the Office of the Registrar of Titles of Cook County, Illinois as Document Number 832098

Permanent Tax No.: 04-36-309-009-0000 (Volume 134)

Commonly known as: 649 Glendale Drive  
Glenview, Illinois 60025

hereinafter described as "Parcel 2"; and

WHEREAS, Declarants have been granted a variation from the provisions of Article IV, Section 4.2B(6) and Article IX, Section 9.3 (a) of the Glenview, Illinois Zoning Ordinance to permit the construction of an attached garage to the existing residential structure now located on Parcel 2, which garage would be located not less than two feet (2'0") from the side (north) lot line instead of the fifteen feet (15'0") required by said Ordinance; and

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WHEREAS, in order to preserve the open space between the residences and related structures erected or to be erected on Parcels 1 and 2, and to enhance and perfect the value and attractiveness of the properties, it is desirable to restrict the construction of improvements within the Southerly twenty-five feet (25'0") of Parcel 1; and

WHEREAS, Declarants wish to grant an easement for ingress and egress for the benefit of Parcel 2 over, under and across that part of Parcel 1 depicted in the attached Exhibit "A" and which is more particularly described as follows:

The southerly two feet (2'0") of the East thirty-five feet (35'0") of the West one hundred five feet (105'0") (as measured along the South line thereof) of Parcel 1 aforesaid.

hereinafter described as the "Easement Premises";

NOW, THEREFORE the Declarants hereby declare that Parcels 1 and 2 described above shall be held, sold and conveyed subject to the following restrictions, covenants and easement:

## 1. Side Yard Restrictions affecting Parcel 1

Except as hereinafter specifically permitted, no structure, erection or construction of any kind or size whatsoever, or any part thereof, shall be permitted in the southerly twenty-five feet (25'0") of Parcel 1. The existence, installation, erection or construction of the following exceptions shall not be deemed violations of this restriction:

- (a) Underground water and utility lines and drainage facilities;
- (b) Hedges, vegetation, ornamental trees or open patio areas;
- (c) Eaves, downspouts, fireplaces or bay windows attached to and forming an integral part of the primary structure now existing on Parcel 1, or any addition thereto, provided such primary structure or addition shall not itself violate the above restriction;
- (d) The installation of any detached storage shed or accessory structure provided such storage shed or accessory structure (i) is located entirely in the East forty-seven and one-half feet (47'6") of Parcel 1, (ii) is of one-story construction not exceeding 120 square feet of floor area, and (iii) does not exceed ten feet (10'0") in height; and
- (e) The installation of a sidewalk for the benefit of the owners and occupants of Parcel 2 on the Easement Premises pursuant to the terms of the Easement as hereinafter provided.

## 2. Declaration of Easement

A perpetual easement for ingress and egress over, under and across the Easement Premises is hereby established as an easement appurtenant to Parcel 2 as described above. Exclusive use of the Easement Premises is not hereby granted to the owners and occupants of Parcel 2. Any subsurface use of the Easement Premises that does not unreasonably interfere with the use of the Easement Premises by the owners of Parcel 2 is hereby reserved to the owners of Parcel 1.

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## 3. Surfacing of the Easement Premises

Declarants and subsequent owners of Parcel 2 may improve the Easement Premises with an impermeable surface of concrete, brick, stone or comparable construction, suitable for pedestrian traffic under the covenant to at all times maintain such surface in good repair.

## 4. Binding effect

The restrictions, covenants and easement created by this Declaration shall be of perpetual duration and shall run with and bind Parcels 1 and 2 and shall inure to the benefit of and be enforceable by the owners of the parcels subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

## 5. Termination of Covenant Liability

Whenever a transfer of ownership of either Parcel 1 or 2 takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates.

## 6. Enforcement

Any owner of Parcel 1 and 2 may enforce the terms of this Declaration by appropriate action and should such owner prevail in such litigation, he shall recover as part of his costs a reasonable attorney's fee. Failure of any owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

## 7. Construction

The rule of strict construction does not apply to this Declaration. This Declaration shall be given a reasonable construction so that the intention of the Declarants to confer a usable right of enjoyment on the Declarant and subsequent owners of Parcel 2 and to enhance and perfect the value and attractiveness of Parcels 1 and 2 shall be carried out.

## 8. Severability

Invalidation of any restriction, covenant or the easement set forth in this Declaration by judgment or court order shall in no wise affect any other provisions which shall remain in full force.

## 9. Notices

Any notice which may be required or desirable under the terms of this Declaration shall be delivered to the owners of Parcels 1 and 2 at the street address of such parcels set forth above. All notices shall be either personally delivered or sent by certified U.S., return receipt requested, mail, postage prepaid, and shall be deemed given when either personally delivered or when placed in the mail.

## 10. Release of Easement

The owner of Parcel 2 may terminate the easement by filing in the Office of the Registrar of Titles of Cook County, Illinois against both Parcels 1 and 2 a release in recordable form with directions for delivery of same to the current owner of Parcel 1 at the street address of Parcel 1 set forth above.

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