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Cook County Recorder 31.50



5/11/02

**DECLARATION OF EASEMENTS And PARTY WALL AGREEMENT**

THIS DECLARATION is made and entered into this 18th day of JUNE, 2001, by 1833 Monroe Dev., Inc., an Illinois corporation (hereinafter referred to as "DECLARANT").

**WITNESSETH:**

WHEREAS, Declarant is the owner and legal titleholder of certain real estate in the City of Chicago, County of Cook and State of Illinois which real estate is legally described as follows:

The South 72 Feet of the South 144 Feet of Lot 19 and the South 72 Feet of the South 144 Feet of Lot 20 in Glenview Acres, being a Subdivision of part of the Southwest 1/4 of the Northeast 1/4 of Waukegan Road, and a part of the East 60 Rods of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof filed in the Office of the Registrar of Titles of Cook County, Illinois, on April 28, 1922 as Document LR152747, in Cook County, Illinois.

COMMONLY KNOWN AS 1833 Monroe, Glenview, IL 60025

P.I.N. 04-26-202-029-0000

(Said real estate is herein called the "TOTAL PARCEL"); and

**THIS DOCUMENT PREPARED BY:**

GARY S. BENSON  
ATTORNEY AT LAW  
2615 NORTH SHEFFIELD AVENUE  
CHICAGO, IL 60614  
(773) 327-7120

AT&T, INC.



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WHEREAS, the Declarant has constructed Two (2) Single Family Townhome structures (herein collectively referred to as the "TOWNHOME STRUCTURES" and individually as the "TOWNHOME STRUCTURE"), all of which are constructed on the Total Parcel and are legally described as follows:

**1. Single Family Townhome described as follows:**

See Legal Description attached hereto as Exhibit "A"

Street Address: Commonly known as 1833-A Monroe, Glenview, IL 60025

**2. Single Family Townhome described as follows:**

See Legal Description attached hereto as Exhibit "B"

Street Address: Commonly known as 1833-B Monroe, Glenview, IL 60025

WHEREAS, the Single Family Townhome Structures are constructed as part of a more or less continuous structure with party walls straddling the boundaries between the Townhome Structures as shown on the plats of survey attached hereto and identified as Exhibits "C" and "D" and made a part hereof; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities of the Total Parcel and the Individual Parcels and the improvements thereon (i.e., the Townhome Structures) for all future owners, tenants, occupants, purchasers, and mortgagees of the Individual Parcels to establish and maintain certain easements and rights in, over, under, upon and along the Total Parcel and the Individual Parcels and certain mutually beneficial restrictions and obligations with respect to the use, conduct, and maintenance thereof; and

WHEREAS, the Declarant intends to sell and will sell, convey, and mortgage some or all of the Individual Parcels, and desires and intends that several purchasers, owners, mortgagees thereof, and all persons acquiring any interest therein shall at all times enjoy the benefits of and shall hold their individual parcels subject to the rights, easements, burdens, uses and privileges hereinafter set forth.

NOW THEREFORE, the said Declarant does hereby declare that the Total Parcel is divided as set forth on Exhibits "C" and "D" and that the following rights, easements, covenants, restrictions, burdens, uses, and privileges shall and do exist at all times hereafter among the several owners, purchasers, or mortgagees, (hereinafter sometimes referred to as the "OWNER" or "EACH OWNER") of the Individual Parcels in this instrument described in the manner and to the extent herein set forth, and that the declarations contained herein shall be binding upon and inure to the benefit of the Total Parcel and the Individual Parcels described herein:

1. Each Owner shall carry out or cause to be performed all maintenance and repairs to the exterior of the Townhome Structure owned by the Owner including, without limitation, all walls (including the foundations thereof), front steps, roof, gutters and downspouts made necessary and



desirable as a result of natural or ordinary wear and deterioration and fire or other casualty. Each Owner shall also perform such maintenance, improvement and repair of any fencing installed on the Owner's Individual Parcel. Each Owner shall, in addition, carry out or cause to be performed all such maintenance and repair of all water, sewer, gas, telephone, and electrical lines incorporated in and forming a part of the Owner's Townhome Structure. In addition, each Owner shall have the obligation to maintain in good condition and repair the glass surfaces, windows, front entry, electrical fixtures, patio and lawn located on the Owner's Individual Parcel. Where a repair is made to a component which affects more than one Townhome Structure (i.e., roof and/or gutters), the cost of said repair shall be divided in proportion to use by the owners of the Townhome Structures. In this regard, it is acknowledged that there are instances where one roof or part of one roof, for example, services both Townhome Structures.

2. Each Owner shall procure and maintain in full force and at all times insurance covering the Owner's Townhome Structure consisting of, or providing all the protections afforded by, the insurance generally described as fire, extended coverage, additional extended coverage, vandalism, and malicious mischief, to ONE HUNDRED PERCENT (100%) of the full insurance value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation, less a deductible amount of no more than ONE THOUSAND (\$1000.00) DOLLARS. A certificate of insurance evidencing such coverage shall be furnished to any Owner of an Individual Parcel within ten (10) days after request by such Owner. In the event the Townhome Structure or any portion thereof shall be damaged or destroyed by fire or other casualty, the Owner shall cause it to be repaired, restored, or rebuilt, as the case may be, as rapidly as possible to at least as good a condition as existed immediately prior to such damage or destruction and in the same architectural style and design as originally constructed by the Declarant and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or construction. In the event of such damage or destruction of an individual Townhome Structure, the Owner and the holder of the mortgage encumbering the individual Townhome Structure shall allow the proceeds of any insurance required hereby to be utilized in restoring the individual Townhome Structure pursuant to the terms of this Agreement.

3. All dividing walls which straddle the boundary line between the Townhome Structures which stand partly upon one Individual Parcel and partly upon another, and all walls which serve both Townhome Structures shall at all times be considered party walls, and each of the Owners of Individual Parcels upon which any such party wall shall stand shall have the right to use said party wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of said Townhome and Garage Structures and for the support of any building constructed to replace the same, and shall have the right to maintain in or on said wall any pipes, ducts or conduits, if any, originally located therein or thereon subject to the restrictions hereinafter contained. In the event of damage to or destruction by fire or other casualty of any party wall, including the foundation thereof, the Owner of any Individual Parcel upon which such party wall may rest shall have the obligation to repair or rebuild such wall and the Owner of such Individual Parcel upon which such wall shall rest, be served or benefited thereby shall pay his fractional portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time, in a workmanlike manner with materials comparable to those used in the original wall and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

4. Each of the Individual Parcels are hereby burdened with easements for the installation, use, maintenance, repair, and replacement of public utilities, including sewer, gas, electricity, telephone, cable television, and water lines for the use of the Townhome Structures and said easements are hereby created over, under, and across the areas where such public utilities are presently located. Said easements shall be used in common by the present and future owners,

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occupants, and mortgagees of, and all persons now or hereafter acquiring any interest in the Individual Parcels.

5. Each Owner of an Individual Parcel shall maintain the Walkway Areas and Landscaped Areas in a manner which will enhance and protect the value, desirability, appearance, and aesthetics of the Total Parcel, which maintenance shall include, but not be limited to: (a) the mowing of lawns; (b) the cultivating of lawns and landscaped areas; (c) trimming and feeding of evergreens and shrubs; (d) reseeding; (e) fertilizing and weed control programs; (f) spraying, feeding, and trimming of trees; (g) replacement of lawns, shrubbery, trees, evergreens, and plantings as required from time to time; (h) snow and ice removal from walkway areas, and (i) repair and replacement, when necessary, of the physical improvements of walkway areas. Each Owner of an Individual Parcel shall have the right to draw water from individual Townhome Structures as required for the efficient performance of its duties hereunder; provided however, that each Owner, in the event that there is a common source for water to maintain the landscaped areas, shall pay for his share (1/2) of the cost of the water and maintenance of the line supplying the water.

6. The Declarant for each Individual Parcel owned within the Total Parcel, hereby covenants, and each Owner of an Individual Parcel by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to perform all of the covenants and agreements herein provided and to pay their fractional share of any expenses that may be assessed against the Owner of the Individual Parcel as herein provided.

7. Upon the failure of any Owner (hereinafter referred to as the "Defaulting Owner"), to procure and maintain the insurance required in Paragraph 2 above, any other Owner or Owners shall have the authority to procure such insurance and the defaulting Owner shall be legally obligated to reimburse the Owner or Owners procuring such insurance for the cost thereof.

8. If the Defaulting Owner fails to pay his fractional share of any expense any Owner may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Individual Parcel and interest costs at ten (10%) percent and reasonable attorney's fees of any such action all be added to the amount of such assessment. Each Owner, by his acceptance of a deed to an Individual Parcel, hereby expressly vests in the other Owners, or their agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Owner in a like manner as a mortgage or deed of trust lien on real property, except that the court shall restrain the Defaulting Owner from reacquiring his interest at such judicial sale. The lien of the charge provided for hereafter placed on the Individual Parcel, provided, however, that such recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such Individual Parcel which became due and payable subsequent to the date the holder of said mortgage takes possession of the Individual Parcel, accepts a conveyance of any interest in the Individual Parcel or has a receiver appointed in a suit to foreclose his lien.

9. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens, and charges 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 Owner or Owners in prosecuting such action. The amount of such attorney's fees together with court costs, if unpaid, shall constitute an additional lien against the Defaulting Owner's Individual Parcel, enforceable as other liens herein established subject, however, to the lien of any mortgage. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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## EXHIBIT "A"

That part of Lot 1 lying South of a line described as beginning at a point on the East line of said Lot, 36.0 Feet North, 00 Degrees 15 Feet 10 Inches East of the Southeast corner thereof; thence North 90 Degrees 00 Feet 00 Inches West 125.33 Feet; thence South 00 Degrees 00 Feet 00 Inches East 11.37 Feet to the south face of a garage wall; thence North 90 Degrees, 00 Feet, 00 Inches West along said south face and its Westerly extension for a distance of 54.72 Feet to the West line of said Lot and the terminus of said line being described, all in M. Feyman's Subdivision of the South 72 Feet of the South 144 Feet of Lot 19 and the South 72 Feet of the South 144 Feet of Lot 20 in Glenview Acres, being a Subdivision of part of the Southwest Quarter of the Northeast Quarter, West of Waukegan Road, and a part of the East 60 Rods of the Southeast Quarter of the Northwest Quarter of Section 26, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

- ALSO -

That part of Lot 1 in M. Feyman's Subdivision aforesaid lying below a horizontal plane of 642.82 and lying within the boundaries projected vertically of that part of said Lot 1, described as follows: commencing at the Southeast corner of said Lot 1; thence North 00 Degrees 15 Feet 10 Inches East along the East line thereof 36.0 Feet; thence North 90 Degrees 00 Feet 00 Inches West 104.47 Feet to the point of beginning; thence continue North 90 Degrees 00 Feet 00 Inches West 20.86 Feet; thence North 00 Degrees 00 Feet 00 Inches East 6.38 Feet; thence North 90 Degrees 00 Feet 00 Inches East 20.86 Feet; thence South 00 Degrees 00 Feet 00 Inches East 6.38 Feet to the point of beginning, all in Cook County, Illinois.

COMMONLY KNOWN AS 1833A Monroe, Glenview, IL 60025

P.I.N. 04-26-202-029-0000  
(Also affects another parcel)

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