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This Instrument Prepared by
and after recording send to:
Garr & Schlueter, Ltd.
50 Turner Avenue
Elk Grove Village, IL 60007

Property Address:
1447 East 67th Street
Chicago, Illinois

P.I.N.: 20-23-402-005-0000



Doc#: 0600434007 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/04/2006 09:00 AM Pg: 1 of 4

Multiple Unit Buildings Party Walls Covenant And Declaration

Whereas, the undersigned, 1409-1447 EAST 67TH. STREET L.L.C., a limited liability company, organized and existing by and under the laws of the State of Illinois, is the present owner of the real estate described in Exhibit A, attached hereto and made a part hereof, situated in the City of Chicago, State of Illinois, and

Whereas, said owner intends to construct on said real estate, for sale to various and sundry persons, multiple unit buildings which shall contain common walls dividing the multiple unit buildings (and the units within said buildings) and future building structures built on the real estate and/or adjacent lot(s); and

Whereas, it is the intention of the undersigned that in the event of sale or transfer of any or all of the units located upon the real estate, that such dividing wall shall remain in the same condition for the use of any and all subsequent purchasers; and

Whereas, it is the intention of the undersigned to create, in favor of each purchaser, an easement covering party walls of approximately sixteen (16) inches in thickness and placed equally divided on the lot lines separating some of the lots, specifically lots 5 and 6 as more particularly depicted on the survey in Exhibit B, attached hereto and made a part hereof; and

Whereas it is the intention of the undersigned to reserve the right to attach future structures to or incorporate future structures into and upon said dividing wall(s);

Now, therefore, the undersigned 1409-1447 EAST 67TH. STREET L.L.C., in order to protect each and every purchaser, his successors and assigns, of any lot or parcel of said premises, the following easements on building structures and party walls located on said premises are hereby created, to wit:

1. **Party Wall Declaration.** The said dividing wall(s) erected upon or within approximately eight inches (8") of each side of the lot line between lots 5 and 6 of the real estate described herein are hereby declared to be party walls between the adjoining buildings and units erected on said premises.

2. **Maintenance of Party Wall.** The cost of maintaining each party wall shall be borne equally by the owners on either side of said wall.

3. **Damage to Party Wall.** In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then owners shall, at joint expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or

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destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement cost.

4. Drilling Through Party Wall. Either party shall have the right to break through the party walls for the purpose of repairing or restoring sewerage, water, utilities, subject to the obligation to restore said wall to its previous structural condition at his own expense and the payment, to the adjoining owner of any damages negligently caused thereby.

5. Destruction of Dwelling Unit. In the event of a destruction of said multiple unit building or any portion thereof, the units so destroyed shall be restored at the joint and equal expense of the adjoining owners, according to a uniform architectural plan and finish; and if any dwelling is but partially destroyed so that the cost of restoring is not equal to that of restoring the adjoining dwelling, then the amount shall be apportioned according to the individual cost.

6. Easement. Except as provided in Paragraph 8 below, neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party walls shall remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located, for party wall purposes.

7. Maintenance of Roofs. The expense of maintaining, repairing and replacing roofs shall be proportionately shared by the owners of adjoining units, according to the relative cost thereof.

8. Reservation by Undersigned. Regardless of anything herein to the contrary, the undersigned shall retain and have full right and authority to use, alter or change that part of the party wall upon lot(s) owned by undersigned for any purpose, including, but not limited to the purpose of erecting and connecting future buildings or structures to and upon the party wall.

9. Covenants Running With Land. The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any lot or unit in said multiple unit shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser, by accepting a deed to any lot or unit shall thereby consent and agree to be bound by the conditions, reservations and covenants herein contained to the same extent as though he had signed this instrument.

In Witness Whereof, the undersigned has executed this instrument on the 23 day of December, 2005.

1409-1447 EAST 67TH STREET L.L.C.

By: [Signature]
Manager

Subscribed and sworn to before me
this 28th day of December, 2005

[Signature]
Notary



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EXHIBIT A

LOTS 3,4,5,6,7, AND 8 IN BLOCK 4 IN BASS SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE EAST 256.00 FEET THEREOF) OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1447 East 67th Street, Chicago, Illinois

P.I.N.: 20-23-402-005-0000

Property of Cook County Clerk's Office

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PROFESSIONALS ASSOCIATED SURVEY, INC.
Property - Alta - Topo - Condo - Mortgage Survey

TEL: (847) 675-3000
FAX: (847) 675-216

7100 N. TRIPP AVENUE
LINCOLNWOOD, ILLINOIS 60712

PLAT OF SURVEY

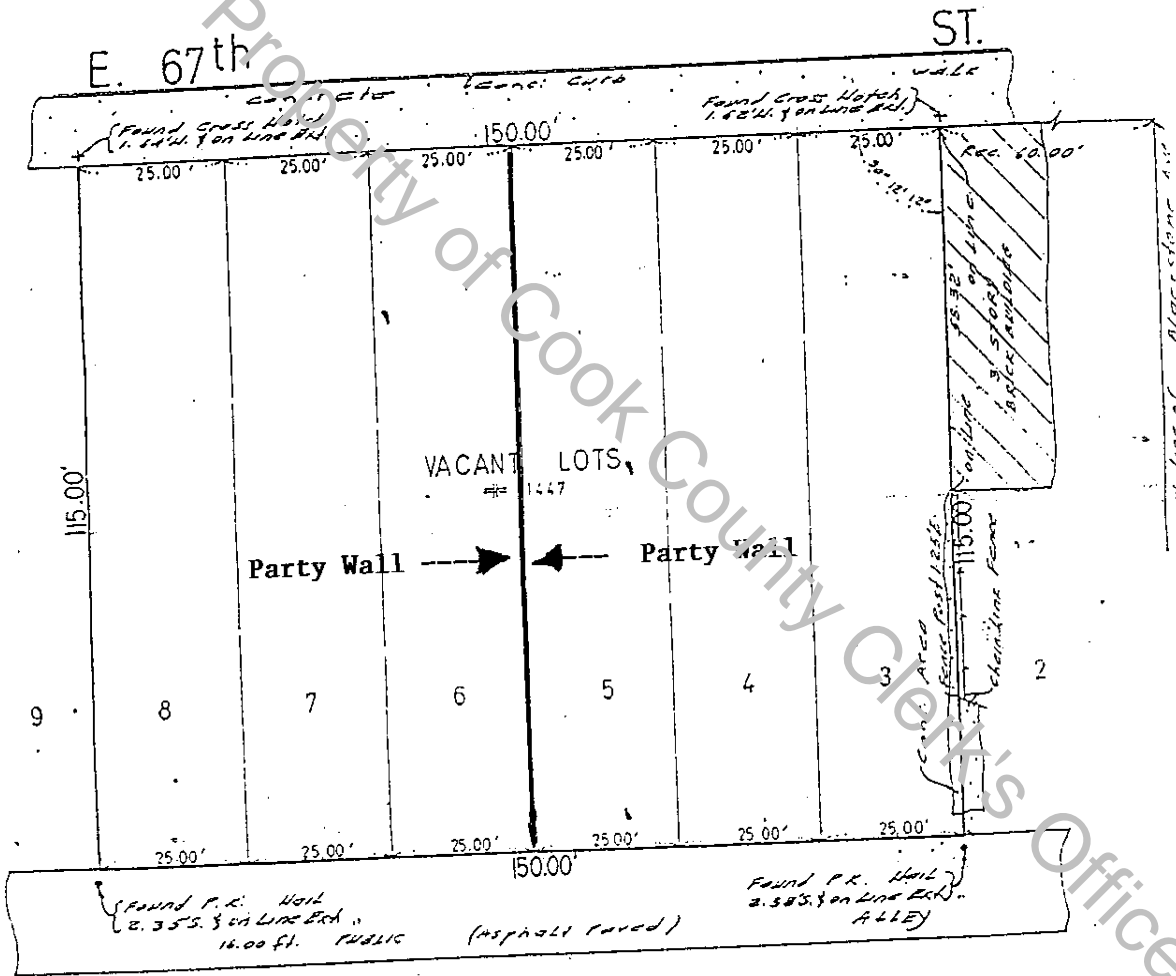
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OF



LOTS 3, 4, 5, 6, 7 AND 8 IN BLOCK 4 IN BASS SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE EAST 256.00 FEET THEREOF) OF SECTION 23, TOWNSHIP 34 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
COMMONLY KNOWN AS: 1447 EAST 67TH STREET, CHICAGO, ILLINOIS.

2003-402-005-0000 Parcel 1



THIS MEANS THAT SURVEY HAS BEEN MADE FOR IN CONNECTION WITH A REAL ESTATE OR MORTGAGE TRANSACTION AND IS NOT TO BE USED FOR CONSTRUCTION.

THE LEGAL DESCRIPTION SHOWN ON THE PLAT HEREON DRAWN IS A COPY OF THE ORDER, AND FOR ACCURACY SHOULD BE COMPARED WITH THE TITLE OR DEED.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

Order No. 0-52492
Scale: 1 inch = 20 feet
Date: APR 24, 2002
Order: David E. Galbreath
Attorney at Law



BUILDING LINES AND BASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR ABSTRACT

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE

State of Illinois
County of Cook

We, PROFESSIONALS ASSOCIATED SURVEY, INC., do hereby certify that we have surveyed the above described property and that to the best of our knowledge, the plat hereon drawn is an accurate representation of that survey.

Wayne W. Donofrio
PROF. LAND SURVEYOR