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1215812026

This instrument was prepared by:

MAILED:

Law Firm of R. M. Dreger, P.C.
813 W. Randolph Street, Suite 200
Chicago, Illinois 60607
(312) 322-0955

Doc#: 1215812026 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/06/2012 09:01 AM Pg: 1 of 16

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND PARTY WALL RIGHTS

This Declaration of Covenants, Conditions, Easements and Party Wall ("Agreement") is hereby entered into on May 10th, 2012 by and between Stanislaw Lopuski and Mariola Lopuski owners of 4430 N. Kilbourn, Chicago, Illinois 60630 here called ("4430 Owners"), and Stanislaw and Mariola Lopuski, owners of 4432 N. Kilbourn, Chicago, Illinois 60630 hereinafter called ("4432 Owners") and

WITNESSETH as follows:

WHEREAS, 4430 Owners are the owners of a parcel of land in the City of Chicago, County of Cook and State of Illinois, commonly known as 4430 N. Kilbourn, Chicago, Illinois 60630 and legally described as stated on Exhibit "A" ("4430 Owners' Property"); and

WHEREAS, 4432 Owners are the owners of a parcel of land that is adjacent to the 4430 Owners' Property, commonly known as 4432 N. Kilbourn, Chicago, Illinois 60630 and legally described as stated on Exhibit "A" ("4432 Owners' Property"); and

WHEREAS, 4430 Owners use the 4430 Owners' Property for residential purposes and 4432 Owners use the 4432 Owners' Property for residential purposes; and

WHEREAS, there currently exists a two car residential garage structure at the rear of the 4430 Owners' Property and there currently exists a two car residential garage structure at the rear of the 4432 Owners' Property, which garage structures are immediately adjacent to each other and have a common wall ("Party Wall") which exists along the lot line of the 4430 Owners' Property and the 4432 Owners' Property; and

WHEREAS, there currently exists a private driveway ("Driveway") that straddles the lot line between the 4430 Owners' Property and 4432 Owners' Property and which provides access to the aforesaid garages; and

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WHEREAS, 4430 Owners and 4432 Owners desire to operate and maintain the Driveway and to allow full use of the Driveway by providing each other with reciprocal easements in the locations shown on the diagram attached hereto as Exhibit "B"; and

WHEREAS, 4430 Owners and 4432 Owners did grant each other mutual easements to use the Driveway, and did record the respective Easements with the Cook County Recorder of Deeds on May 29, 2007 as Document Number 0705215096 and 0705215097 respectively ("Existing Easements"). See Existing Easement attached hereto as Group Exhibit "C"; and

WHEREAS, 4430 Owners and 4432 Owners further seek to define the rights and responsibilities of the parties regarding the Party Wall and to memorialize same in writing; and

NOW, THEREFORE, in consideration of payment of Ten and No/100 Dollars, the covenants, terms, and conditions to be made, performed, kept and observed by the parties hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, 4430 Owners and 4432 Owners hereby agree as follows:

Section 1. SHARED DRIVEWAY AGREEMENT

1.1 Conveyance of easement

In furtherance of the Existing Easements, 4430 Owners hereby grant unto 4432 Owners a perpetual easement for the right and privilege to use the Driveway and to access that portion of the Driveway that is located on the 4430 Owners' Property as depicted in Exhibit B. This grant of easement ("4430 Easement") is made by 4430 Owners and accepted by 4432 Owners pursuant to the following terms and conditions as set forth hereinafter:

In furtherance of the Existing Easements, 4432 Owners hereby grant unto 4430 Owners a perpetual easement for the right and privilege to use the Driveway and to access that portion of the Driveway that is located on the 4432 Owners' Property as depicted in Exhibit B. This grant of easement ("4432 Easement") is made by 4432 Owners and accepted by 4430 Owners pursuant to the following terms and conditions as set forth hereinafter:

1.2 Term

The term of this Agreement shall be in perpetuity, and shall commence as of the date first hereinabove written.

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1.3 Driveway Purposes

“Driveway purposes” as used in this agreement means any use of a residential driveway, and it is agreed that no vehicles of more than 48,000 pounds shall use or travel across the right of way described above. Parking on the Driveway, or interfering with the use of the Driveway, in any way, is prohibited.

1.4 Construction and maintenance

- A) The driveway described above shall be constructed and maintained in good repair by both parties equally.
- B) Damage As a Result of Fault of One Party: Notwithstanding anything contained herein to the contrary, if any damage to the Driveway is caused by a party to this Agreement (“Responsible Party”) or by an invitee, licensee or guest of such party, the Responsible Party shall bear the sole cost of the replacement/repair of the damaged area of the Driveway. Should the Responsible Party not begin repair/replacement of the damaged area within thirty (30) calendar days of the discovery of such damage, the party not responsible for the damage (“Non-Responsible Party”) may, at any time thereafter, issue a written demand to the Responsible Party to repair/replace the damaged area within seven (7) days of the written notice. Should the Responsible Party not begin work to repair/replace the damaged area within seven (7) days of receiving written notice from the Non-Responsible Party, or should the Responsible Party not diligently prosecute such work to completion, the Non-Responsible Party may at his/her/their sole discretion repair/replace the damaged area, and the Responsible Party shall bear all costs thereof.
- C) Emergency Repairs and Mutual Upkeep: Should the Driveway need emergency repairs and/or need to be repaired/replaced due to no fault of either party to this Agreement, the parties will split the cost of repair/replacement equally.
- D) Any repairs/replacement/construction to the Driveway must be approved in writing by both parties to this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed, and all proper permits and plans must be obtained if applicable.

1.5 Easement to run with land

The grant of easements referred to hereinabove (i.e. 4430 Easement and 4432 Easement) and the Existing Easements shall run with the land and shall be binding and inure to the benefit of the parties to this Agreement, their heirs, successors or assigns and the owners, from time to time of the 4430 Owners’ Property and the 4432 Owners’ Property.

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Section 2. SHARED GARAGE PARTY WALL

2.1 Construction and maintenance

- A) The Party Wall described above shall be constructed and maintained in good repair by both parties equally.
- B) Damage As a Result of Fault of One Party: Notwithstanding anything contained herein to the contrary, if any damage to the Party Wall is caused by a party to this Agreement ("Responsible Party"), or by an invitee, licensee or guest of such party, the Responsible Party shall bear the sole cost of the replacement/repair of the damaged area of the Party Wall. Said damage shall include, but not be limited to, damage caused by structural modifications or damage to the garage roof, concrete pad and/or other garage walls. Should the Responsible Party not begin repair/replacement of the damaged area within thirty (30) calendar days of the discovery of such damage, the party not responsible for the damage ("Non-Responsible Party") may, at any time thereafter, issue a written demand to the Responsible Party to repair/replace the damaged area within seven (7) days of the written notice. Should the Responsible Party not begin work to repair/replace the damaged area within seven (7) days of receiving written notice from the Non-Responsible Party, or should the Responsible Party not diligently prosecute such work to completion, the Non-Responsible Party may at his/her/their sole discretion repair or replace the damaged area, and the Responsible Party shall bear all costs thereof.
- C) Emergency Repairs and Mutual Upkeep: Should the Party Wall need emergency repairs and/or need to be repaired/replaced due to no fault of either party to this Agreement, the parties will split the cost of repair/replacement equally.
- D) Any repairs/replacement/construction to the Party Wall or garage structural members (i.e. roof and/or other walls) must be approved in writing by both parties to this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed, and all proper permits and plans must be obtained if applicable.

2.2 Uses of the Party Wall

The Party Wall is to be used solely as a dividing wall between the garages of 4432 Owners and 4430 Owners. The Owners of each garage shall be allowed to use their respective side of the Party Wall in any matter in which they deem fit, so long as such use does not damage the Party Wall or interfere in any way whatsoever with the other Owners' use and enjoyment of the Party Wall.

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2.3 Agreement Intended to Run With Land

This Party Wall Agreement shall run with the land and shall be binding and inure to the benefit of the parties to this Agreement, their heirs, successors or assigns, and the owners, from time to time of the 4430 Owners' Property and the 4432 Owners' Property.


Section 3. GENERAL PROVISIONS

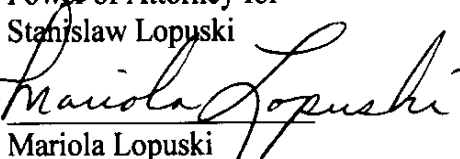
3.1 Costs of Enforcement

In the event of any judicial or other adversarial proceeding between the parties concerning this Agreement, to the extent permitted by law, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled. For purposes of this Section 3.1, a party will be considered to be the "prevailing party" if (a) such party initiated the litigation and substantially obtained the relief which it sought (whether by judgment, voluntary agreement or action of the other party, trial, or alternative dispute resolution process), (b) such party did not initiate the litigation and either (i) received a judgment in its favor, or (ii) did not receive judgment in its favor, but the party receiving the judgment did not substantially obtain the relief which it sought, or (c) the other party to the litigation withdrew its claim or action without having substantially received the relief which it was seeking.


Dated: May 11, 2012

4430 OWNERS


Christopher Lopuski as
Power of Attorney for
Stanislaw Lopuski


Mariola Lopuski

4432 OWNERS


Christopher Lopuski, as
Power of Attorney for
Stanislaw Lopuski


Mariola Lopuski

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 Christopher Lopuski and Mariola Lopuski, 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 acknowledged that the undersigned signed, sealed and delivered the said instrument as the free and voluntary act of the undersigned,

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for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 11th day of May 2012

Laura Blobaum Knoerr (Notary Public)



Property of Cook County Clerk's Office

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Exhibit "A"

Legal Descriptions

4430 N. Kilbourn, Chicago, Illinois 60630

LOT 6, EXCEPT THE NORTH ½ OF LOT 6, IN BLOCK 37 IN MONTROSE, A SUBDIVISION OF THE NORTHWEST ¼ & THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 13-15-129-040-0000

4432 N. Kilbourn, Chicago, Illinois 60630

LOT 6, EXCEPT THE SOUTH ½ OF LOT 6, IN BLOCK 37 IN MONTROSE, A SUBDIVISION OF THE NORTHWEST ¼ & THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 13-15-129-039-0000

Property of Cook County Clerk's Office

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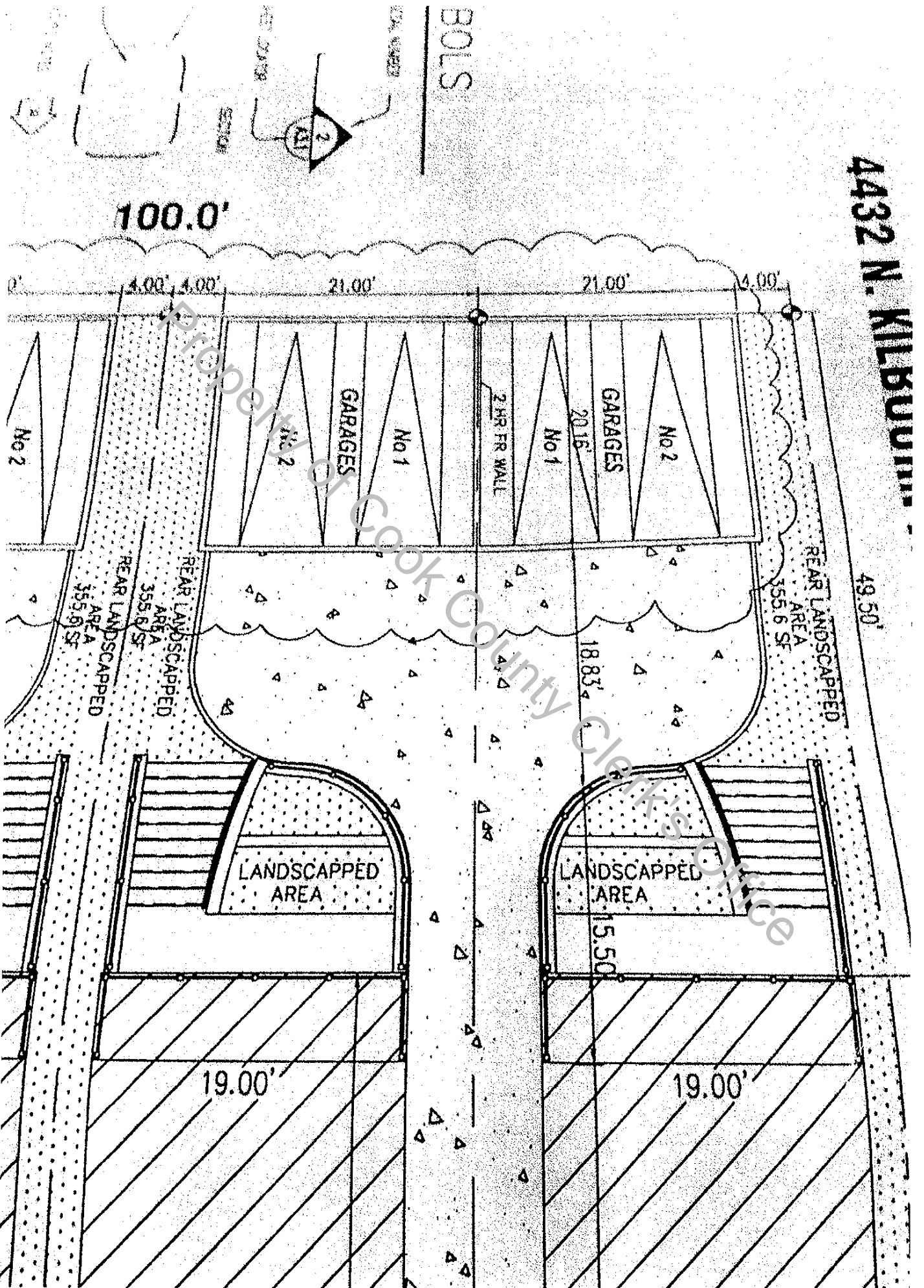
EXHIBIT "B"

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

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GROUP EXHIBIT "C"

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY**MAIL TO:**

4430 N Kilbourn Corp. c/o Stanley Lopuski
 4012 N. Odell
 Norridge, IL 60706

EASEMENT

THE GRANTOR, 4430 N KILBOURN CORP. an Illinois Corporation, being the owner of the following described property:

THE SOUTH ½ OF LOT 6 IN BLOCK 37 IN MONTROSE, A SUBDIVISION OF THE NORTHWEST ¼ AND THE NORTH ¼ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST ½ OF LOT 1 OF A SUBDIVISION OF THE NORTH ¼ OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 4430 NORTH KILBOURN, CHICAGO, ILLINOIS

Present Permanent Real Estate Index Number: 13-15-129-023-0000 (with further number to be assigned pursuant to division #00010).

and 4432 N KILBOURN CORP. an Illinois Corporation, GRANTEE, being the owner of real property adjoining or adjacent to the above cited property, which adjoining property is described as follows:

THE NORTH ½ OF LOT 6 IN BLOCK 37 IN MONTROSE, A SUBDIVISION OF THE NORTHWEST ¼ AND THE NORTH ¼ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST ½ OF LOT 1 OF A SUBDIVISION OF THE NORTH ¼ OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 4432 NORTH KILBOURN, CHICAGO, ILLINOIS

Present Permanent Real Estate Index Number: 13-15-129-023-0000 (with further number to be assigned pursuant to division #00010).

for the consideration of TEN DOLLARS (\$10.00) and other valuable considerations in hand paid, on behalf of itself, its successors and assigns, the Grantor DOES HEREBY GRANT to Grantee, its successors and assigns, a perpetual easement through, over and across a 4.50 foot wide strip along the North line of a portion of Grantor's above described land, as shown on the survey attached as Exhibit A, Recorder's document no. 07 _____, for purposes of driveway access.

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DATED this 29 day of May, 2007

Stanley Lopuski
STANLEY LOPUSKI, President,
4432 N Kilbourn Corp., an Illinois Corporation,
Grantor

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 STANLEY LOPUSKI, President, 4432 N. Kilbourn Corp., an Illinois Corporation, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act in his capacity as President of the Corporation, for the uses and purposes therein set forth for the corporation.

Given under my hand and official seal, this 29 date of May, 2007

Barbara Kulik
NOTARY PUBLIC



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MAIL TO:
 4432 N Kilbourn Corp. c/o Stanley Lopuski
 4012 N. Odell
 Norridge, IL 60706

EASEMENT

THE GRANTOR, 4432 N KILBOURN CORP. an Illinois Corporation, being the owner of the following described property:

THE NORTH ½ OF LOT 6 IN BLOCK 37 IN MONTROSE, A SUBDIVISION OF THE NORTHWEST ¼ AND THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST ½ OF LOT 1 OF A SUBDIVISION OF THE NORTH ½ OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 4432 NORTH KILBOURN, CHICAGO, ILLINOIS

Present Permanent Real Estate Index Number: 13-15-129-023-0000 (with further number to be assigned pursuant to division #00010).

and 4430 N KILBOURN CORP. an Illinois Corporation, GRANTEE, being the owner of real property adjoining or adjacent to the above cited property, which adjoining property is described as follows:


THE SOUTH ½ OF LOT 6 IN BLOCK 37 IN MONTROSE, A SUBDIVISION OF THE NORTHWEST ¼ AND THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST ½ OF LOT 1 OF A SUBDIVISION OF THE NORTH ½ OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 4430 NORTH KILBOURN, CHICAGO, ILLINOIS

Present Permanent Real Estate Index Number: 13-15-129-023-0000 (with further number to be assigned pursuant to division #00010).

for the consideration of TEN DOLLARS (\$10.00) and other valuable considerations in hand paid, on behalf of itself, its successors and assigns, the Grantor DOES HEREBY GRANT to Grantee, its successors and assigns, a perpetual easement through, over and across a 4.50 foot wide strip along the South line of a portion of Grantor's above described land, as shown on the survey attached as Exhibit A, Recorder's document no. 0705215096, for purposes of driveway access.

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DATED this 29 day of May, 2007



 STANLEY LOPUSKI, President,
 4430 N Kilbourn Corp., an Illinois Corporation,
 Grantor

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 STANLEY LOPUSKI, President, 4430 N. Kilbourn Corp., an Illinois Corporation, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act in his capacity as President of the Corporation, for the uses and purposes therein set forth for the corporation.

Given under my hand and official seal, this 29 date of May, 2007



 NOTARY PUBLIC



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116 S. NORTHWEST HIGHWAY
SUITE 20
PARK RIDGE, IL 60068

CERTIFIED SURVEY, INC. PLAT OF SURVEY

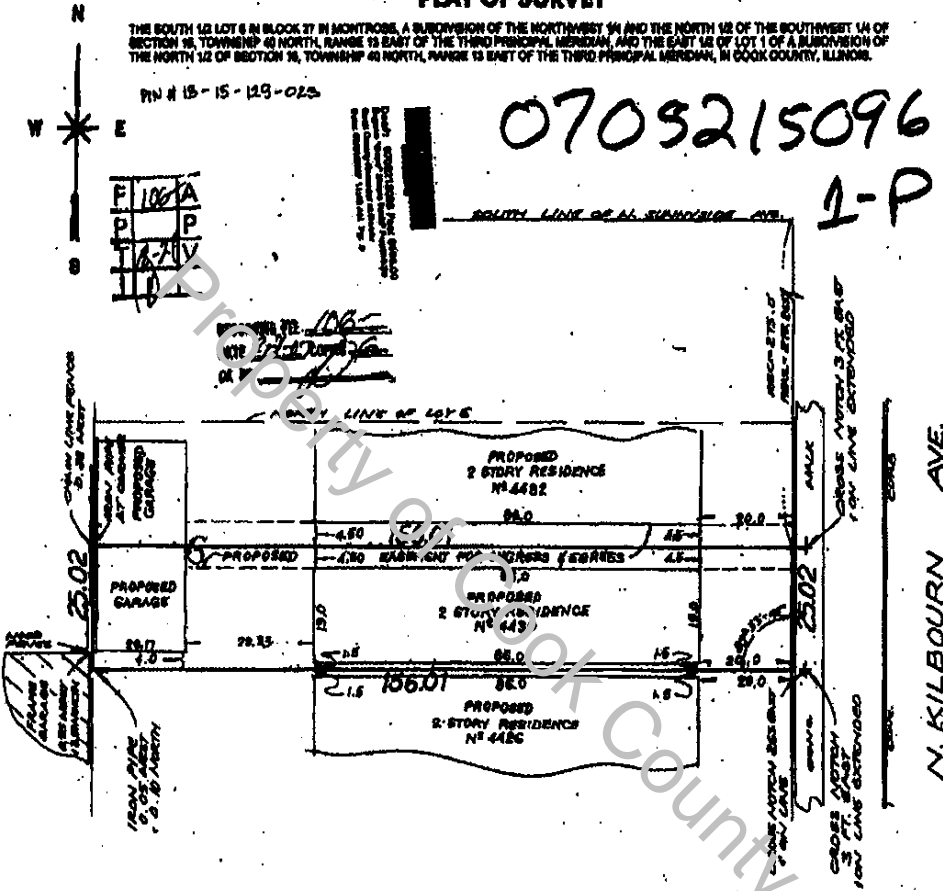
PHONE: (847) 823-8888
FAX: (847) 823-8882

THE SOUTH 1/2 LOT 6 IN BLOCK 27 IN MONTROSE, A SUBDIVISION OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 1/2 OF LOT 1 OF A SUBDIVISION OF THE NORTH 1/2 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PN # 15-15-129-023

0703215096

1-P



IMPROVEMENTS NOT SHOWN
STAMPLED LEGALLY
DATE: 11/11/2023
ORDER NO: 060963
SCALE: 1" = 20'
DATE: 11/11/2023
ORDERED BY: CHRIS ADRIAN

BEFORE ME AND BEFORE ME, I HAVE READ THE ABOVE AND I HAVE FOUND IT TO BE A TRUE AND CORRECT STATEMENT OF THE FACTS AND I HAVE SIGNED THIS REPORT TO THAT EFFECT ON THE DATE ABOVE.

CONDUCTED BY: JOHN K. MATHIAS
PROFESSIONAL SURVEYOR

01'-00"	0'-0"	0'-0"
01'-00"	0'-0"	0'-0"
01'-00"	0'-0"	0'-0"
01'-00"	0'-0"	0'-0"
01'-00"	0'-0"	0'-0"
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01'-00"	0'-0"	0'-0"
01'-00"	0'-0"	0'-0"



EXCEPT AS SHOWN BY THIS PLAN AND AS SHOWN BY THE REPORT OF THE SURVEYOR, ALL OTHER RIGHTS RESERVED BY BANK AND AS SHOWN BY THE REPORT OF THE SURVEYOR.

STATE OF ILLINOIS) THE PROFESSIONAL SERVICE COMPANY
COUNTY OF COOK) 203 THE COUNTY CLERK'S OFFICE
BUILDING) CHICAGO, ILLINOIS 60601

WE, THE COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT WE HAVE RECEIVED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREAFTER DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

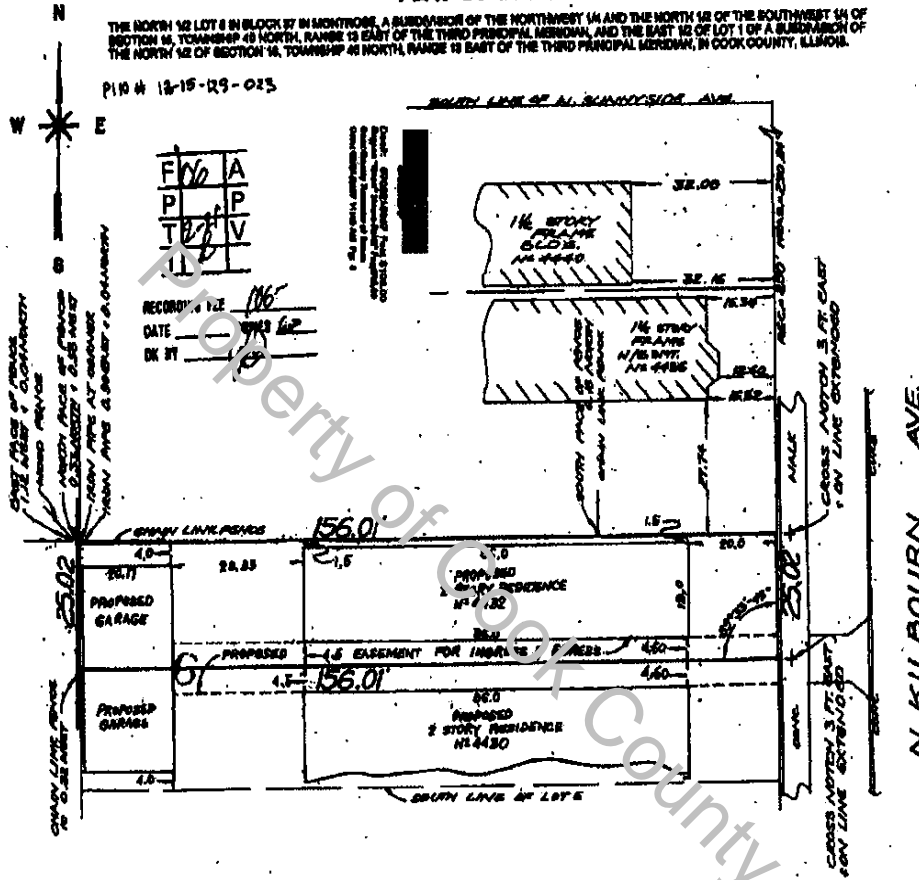
[Signature]
COUNTY CLERK OF COOK COUNTY, ILLINOIS

UNOFFICIAL COPY

518 S. NORTHWEST HIGHWAY
SUITE 60
PARK RIDGE, IL 60068

CERTIFIED SURVEY, INC. PLAT OF SURVEY

PHONE: (847) 433-8888
FAX: (847) 433-8882



RECORD # 112
DATE
BY

0209215097
1-P

IMPROVEMENTS NOT SHOWN
STAIRWAY LAPUBET
GOLF N. S. SELL
1912-1987, A. 60766

ORDERING AND NOT TO BE APPROVED FROM SCALING
ORDER NO. **050962**
SCALE: **1" = 30'**
DATE: **JANUARY 18, 2002**
ORDERED BY: **CHRIS LOBUSH**

TABLE OF DISTANCES OF CORNERS FROM THE TABLE

Station	Distance	Station	Distance
11+00	0+00	30+00	10+00
12+00	0+00	31+00	10+00
13+00	17+00	32+00	10+00
14+00	30+00	33+00	10+00
15+00	33+00	34+00	10+00
16+00	33+00	35+00	10+00



CHANGE ALL RIGHTS BEFORE DELIVERY BY STATE AND IN CASE REPORT

STATE OF ILLINOIS THE PROFESSIONAL ENGINEER REGISTERED
COUNTY OF COOK 04 10 100 COUNTY ENGINEER
EXPIRES FOR A SURVEY SURVEY.

WE, CERTIFIED SURVEY CO COMPANY CERTIFY THAT THE PLAT
SHOWING THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT
HEREON SHOWN IS A CORRECT REPRESENTATION OF SAID SURVEY

Chris Lobush
PROFESSIONAL ENGINEER
LICENSE NO. 045-063406