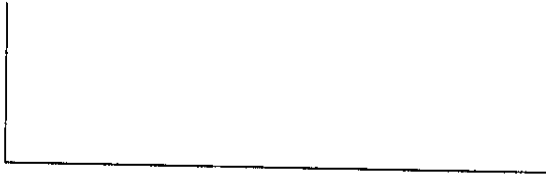




1621416010

Prepared by and after recording mail to:
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Doc#: 1621416010 Fee: \$66.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/01/2016 10:24 AM Pg: 1 of 15



**DECLARATION OF PARTY WALL RIGHTS,
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

This Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements ("Declaration") is made and entered into this 1st day of August, 2016, by Piramida Development, Inc., an Illinois corporation ("Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple and legal title holder of certain parcel of real estate located in the City of Chicago, County of Cook, State of Illinois and legally described in Exhibit A attached hereto ("Property"); and

WHEREAS, the Declarant has constructed on the Property a development containing two (2) fee simple homes sharing common party walls; and

WHEREAS, the Declarant desires to legally subdivide the Property into two Parcels (as defined below) by causing a petition for division to be recorded with the Cook County Assessor in order to be able to convey the Parcels to separate owners; and

WHEREAS, the Declarant desires to establish certain covenants, conditions, restrictions and easements in, over, and on the Property for the benefit of itself and all future owners of any part of the Property, and any Homes thereof or therein contained, and to provide for the harmonious, beneficial, and proper use and conduct of the Parcels and the Homes; and

NOW, THEREFORE, the Declarant hereby subjects the real estate legally described in Exhibit A with all buildings, structures, improvements, and other permanent fixtures of whatsoever kind thereon, all rights and privileges belonging or in anywise pertaining thereto, and any and all easements appurtenant thereto, to the provisions of this Declaration. The Declarant does hereby further declare that the burdens, uses, privileges, charges and liens shall: (i) exist at all times amongst all parties having or acquiring right, title or interest in any portions of the Property; (ii) be binding upon and inure to the benefit of each Owner (as hereinafter defined); and (iii) run with the land subjected to this Declaration, to be held, transferred, sold, conveyed and occupied as set forth herein.

RECORDING FEE 166⁰⁰
DATE 8/01/2016 COPIES 6x
OK BY [Signature]

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NOW, THEREFORE, the Declarant declares as follows:

ARTICLE I DEFINITIONS

- 1.1. **“Declarant”** shall mean Piramida Development, Inc., an Illinois corporation, its successors and or assigns.
- 1.2. **“Home”** (or, collectively, **“Homes”**) shall mean a residential house which is attached to another residential house by a common party wall, as constructed by the Declarant upon the Property and/or the Parcel, which is designed or intended for the exclusive use as living quarters for one family. The Homes hereby created are depicted on the plats of survey attached hereto as Exhibits D and E and made a part hereof.
- 1.3. **“Occupant”** shall mean any person other than the Owner in possession of a Home.
- 1.4. **“Owner”** shall mean the Declarant, to the extent of the number of Parcels owned by the Declarant, or record owners, whether one or more Persons, of a fee simple title to any Parcel, but excluding those having such interest merely as security for the performance of an obligation.
- 1.5. **“Parcel”** shall mean each of the two (2) portions of the Property that are designated as such in this Declaration and upon which one Home is constructed. Each Parcel conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof. The Parcel legally described in Exhibit B and shown on the plat of survey attached hereto as Exhibit D is commonly known as 1633 N. St. Louis Ave., Home A, Chicago, Illinois 60647 (“Parcel 1”), and the Parcel legally described in Exhibit C and shown on the plat of survey attached hereto as Exhibit E attached hereto is commonly known as 1633 N. St. Louis Ave., Home B, Chicago, Illinois 60647 (“Parcel 2”).
- 1.6. **“Person”** shall mean a natural person, corporation, partnership, trustee or other entity capable of holding title to real property.

ARTICLE II SCOPE OF DECLARATION AND PROPERTY RIGHTS

- 2.1. **Property Subject to Declaration.** Declarant, as the owner of fee simple title to the Property legally described in Exhibit A attached hereto, expressly intends to and, by recording this Declaration, does hereby subject and submit the Property to the provisions of this Declaration.
- 2.2. **Conveyances Subject to Declaration.** All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created reserves or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at any time be binding upon and inure to the benefit of and be binding on any Owner having at any time any interest or estate in a Parcel, and their respective grantees, heirs, personal representatives, successors or assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof.
- 2.3. **Grantee’s Acceptance.** Reference in the respective deeds of conveyance, mortgage, trust deed or other evidence of obligation to the provisions of this Declaration shall be sufficient to create and

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reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though they were fully recited and set forth in their entirety in such documents.

2.4. **Separate Mortgages.** Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his or her respective Parcel. No Owner shall the right or authority to make or create, or to cause to be made or created any mortgage or encumbrance or other lien on or affecting any other part of the Property.

2.5. **Separate Real Estate Taxes.** Until such a tax division has been completed, the real estate taxes assessed against the underlying PIN attributable to the Property and the cost of tax reduction counsel fees, if any, shall be allocated between the Owners and paid by the respective Owners jointly and in equal shares. Upon the completion of the tax division process, real estate taxes and any other special taxes or charges of the State of Illinois, or any duly authorized subdivision or agency thereof, are to be separately taxed to each Owner for his or her Parcel. If either Owner shall neglect or refuse to pay his or her respective share of such taxes, the other Owner may pay such charges upon written notice to the defaulting Owner and, in such case, shall be entitled to recover the amount of the defaulting Owner's share of such taxes.

ARTICLE III PARTY WALLS

3.1. **Description of Party Walls.** All divided walls which straddle the boundary line between the Parcels, and all walls which serve both Homes and both garages, shall at all times be considered party walls, and each of the Owners of the Parcels upon which any such party wall shall stand shall have the right to use said party walls 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 Homes and garages and for the support of any buildings or structures constructed to replace the same, and shall have the right to maintain in or on said wall any pipes, ducts or conduits originally located therein or thereon subject to the restrictions hereinafter concerned.

3.2. **No Alterations.** No Owner or any successor in interest to any such Owner shall have the right to extend said party walls in any manner, either in length, height or thickness.

3.3. **Damage and Repair.** In the event of damage to or destruction of any party wall, including the foundation thereof, from any cause other than the negligence or fault of the Owner of either Parcel or his or her Occupants, agents, invitees or licensees, the Owners of the respective Parcels shall have the obligation to repair or rebuild such party wall at joint and equal expense, and each Owner, and his or her respective Occupants, heirs, personal representatives, successors or assigns shall have the right to the use of the party wall so rebuilt or repaired. 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 walls and shall conform in all respects to the laws and ordinances regulating the construction of building 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 and of the same or similar material and of like quality as the original party wall. Notwithstanding the foregoing, in the event it shall become necessary to repair or rebuild the party wall or any portion of the party wall as constructed due to the negligence or fault of one Owner, his or her Occupants, agents, invitees or licensees, then the cost of such repair shall be the responsibility of that Owner.

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3.4. **Condition Requiring Repair.** The Owners of either Parcel agree that repairs and reconstruction of the party walls shall be undertaken whenever a condition exists which may reasonably result in damage or injury to person or property if repair or reconstruction work is not undertaken.

3.5. **Failure to Make Payment.** If either Owner shall neglect or refuse to pay his or her respective share (or all of the cost, in the event of negligence or fault), the other Owner may have the party wall repaired or rebuilt upon written notice to the defaulting Owner and, in such case, shall be entitled to recover the amount of the defaulting Owner's share of the repair or replacement work.

3.6. **Cross-Easement.** The title of each Owner to the portion of each party wall within a Home is subject to a cross easement in favor of the adjoining Owner for joint use of said wall.

ARTICLE IV EASEMENTS

4.1. **Utility Easements.** The Owner of each Parcel shall from time to time grant such additional easements and rights over, across, under and upon his or her Parcel as may be reasonably necessary in connection with the supply of, access to and repair of any utilities for sanitary and storm sewers, water, gas, electricity, telephone, cable and any other necessary utilities to any part of the Property.

4.2. **Maintenance Easements.** The Owner of each Parcel shall from time to time grant such additional easements and rights over, across, under and upon his or her Parcel as may be reasonably necessary in connection with the maintenance, repair and/or replacement the exterior components of the other Owner's Home.

4.3. **Encroachment Easements.** In the event that any part of the party wall or Home encroaches or shall hereafter encroach on any part of any adjacent Parcel as a result of the repair, settlement or shifting of that portion of the improvements located on the Property, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of the Owners so long as all or any part of the same shall remain standing; provided, however, that in no event shall valid easement for any encroachment be created in favor of any Owner if such encroachment is detrimental to or interferes with the reasonable use and enjoyment of the Parcel of the other Owner, or if it occurred due to the gross negligence or willful misconduct.

ARTICLE V COVENANTS AND RESTRICTIONS RELATING TO PROPERTY

5.1. **Water Charges.** Until individual water meters are installed by the City of Chicago Department of Water for each Parcel, the Owners shall pay all water charges when due at their joint and equal expense. If either Owner shall neglect or refuse to pay his or her respective share of the water charges, the other Owner may pay such charges upon written notice to the defaulting Owner and, in such case, shall be entitled to recover the amount of the defaulting Owner's share of the water charges.

5.2. **Insurance.** Each respective Owner shall be required to obtain and maintain general public liability insurance for his or her respective Parcel, in an amount equal to 100% of the full replacement cost of the improvements located thereon. The policies for such physical damage insurance shall, if the same are available without any increases in premium for insurance coverage, contain waivers of subrogation and waivers of any defense arising from any acts of the insured. The respective Owners shall not do or permit any act or thing to be done in or to the party walls which is contrary to law of which

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invalidates or is in conflict with the Owner's policy of physical damage insurance. An Owner who shall not comply with the provisions of this Paragraph shall pay all costs, expenses, liens, penalties or damage which may be imposed because of the lack of such insurance. Each Owner does hereby indemnify and agree to hold harmless the other Owner from any and all damages, costs, claims, liabilities or expenses, including reasonable attorney fees, arising out of relating to any injury to person or property as result of the indemnifying party's use of the easement rights herein granted, except such as may result from the negligence or intentional misconduct of the indemnified party.

ARTICLE VI MAINTAINENCE OF THE PARCELS

6.1 **Maintenance, Repair and Replacement of Homes and Parcels.** Each Owner shall furnish and be responsible, at his or her own expense, for all of the maintenance of the yards snow and ice removal, and repairs and replacement of all exterior components and surfaces of the Home on his or her respective Parcel. In the event any Home is damaged or destroyed, the Owner shall replace, repair and/or restore the Home to substantially the same condition and appearance as existed prior to such damage or destruction.

6.2 **Roofs.** The roof of each Home shall be maintained, repaired and replaced by the Owner of such Home.

6.3 **Fences.** No fences shall be erected without the consent of both owners. All fences that are or will be constructed and/or located along the property lines of the Parcels or within the Parcels shall be maintained, repaired and replaced by the Owners of the Parcels on which such fences are or will be located.

6.4 **Owner's Duty to Maintain.** Each Owner shall the obligation to maintain in good condition and repair windows, entry doors, electrical fixtures, and any balconies, glass surfaces, decks, porches, patios, and appurtenant walks located on his or her Parcel.

ARTICLE VII MISCELLANEOUS

7.1 **Amendment.** The provisions of this Declaration may be modified, amended or terminated by the written consent of both of the then Owners of the Parcels, evidenced by a document that has been fully executed and acknowledged by all such Owners and recorded in the Office of the Recorder of Deeds of Cook County, Illinois. Declarant reserves to itself the right to amend this Declaration to correct any inaccuracies, errors or mistakes contained therein as long as the Developer is the Owner of both Parcels.

7.2 **Notices.** Any notice required to be given under this Declaration shall be in writing and shall be deemed to have been given when sent by certified or regular mail to the address of the respective Parcel, unless the address is changed by written notice by one Owner sent to the other Owner.

7.3 **No Waiver.** No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

7.4 **Remedies and Enforcement.** In the event of a breach or threatened breach by any Owner or his or her Occupants of any of the terms, easements, covenants, restrictions or conditions hereof, the other Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such

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EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY

LOT 39 AND THE SOUTH 1/2 OF LOT 40 IN JAMESON'S SUBDIVISION OF BLOCK 21 IN SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1633 N. St. Louis Ave., Home A, Chicago, Illinois 60647

Permanent Index Number: 13-35-420-009-0000

Property of Cook County Clerk's Office

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EXHIBIT B LEGAL DESCRIPTION OF PARCEL 1

THAT PART OF LOT 39 AND THE SOUTH 1/2 OF LOT 40 IN JAMESON'S SUBDIVISION OF BLOCK 21 IN SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: STARTING AT THE SOUTHWEST CORNER OF SAID PARCEL THENCE NORTH 00 DEGREES, 03 MINUTES, 56 SECONDS WEST 10.90 FEET; THENCE NORTH 89 DEGREES, 56 MINUTES, 04 SECONDS EAST 28.73 FEET; THENCE SOUTH 89 DEGREES, 40 MINUTES, 50 SECONDS EAST 41.40 FEET; THENCE NORTH 01 DEGREES, 04 MINUTES, 18 SECONDS EAST 15.95 FEET; THENCE SOUTH 89 DEGREES, 36 MINUTES, 14 SECONDS EAST 6.90 FEET; THENCE NORTH 00 DEGREES, 23 MINUTES, 46 SECONDS EAST 1.74 FEET; THENCE SOUTH 89 DEGREES, 36 MINUTES, 14 SECONDS EAST 38.12 FEET; THENCE SOUTH 00 DEGREES, 29 MINUTES, 39 SECONDS WEST 10.10 FEET; THENCE SOUTH 89 DEGREES, 52 MINUTES, 39 SECONDS EAST 61.48 FEET; THENCE SOUTH 00 DEGREES, 04 MINUTES, 01 SECONDS EAST 18.75 FEET; THENCE NORTH 89 DEGREES, 43 MINUTES, 56 SECONDS WEST 177.00 FEET BACK TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. (BASED ON AN ASSUMED BEARING OF NORTH 89 DEGREES, 43 MINUTES, 56 SECONDS WEST FOR THE SOUTH LINE OF THE PARCEL.)

Commonly Known As: 1633 N. St. Louis Ave., Home A, Chicago, Illinois 60647

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EXHIBIT C LEGAL DESCRIPTION OF PARCEL 2

THAT PART OF LOT 39 AND THE SOUTH 1/2 OF LOT 40 IN JAMESON'S SUBDIVISION OF BLOCK 21 IN SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE FOLLOWING DESCRIBED PARCEL: STARTING AT THE SOUTHWEST CORNER OF SAID PARCEL THENCE NORTH 00 DEGREES, 03 MINUTES, 56 SECONDS WEST 10.90 FEET; THENCE NORTH 89 DEGREES, 56 MINUTES, 04 SECONDS EAST 28.73 FEET; THENCE SOUTH 89 DEGREES, 40 MINUTES, 50 SECONDS EAST 41.40 FEET; THENCE NORTH 01 DEGREES, 04 MINUTES, 18 SECONDS EAST 15.95 FEET; THENCE SOUTH 89 DEGREES, 36 MINUTES, 14 SECONDS EAST 6.90 FEET; THENCE NORTH 00 DEGREES, 23 MINUTES, 46 SECONDS EAST 1.74 FEET; THENCE SOUTH 89 DEGREES, 36 MINUTES, 14 SECONDS EAST 38.12 FEET; THENCE SOUTH 00 DEGREES, 29 MINUTES, 39 SECONDS WEST 10.10 FEET; THENCE SOUTH 89 DEGREES, 52 MINUTES, 39 SECONDS EAST 61.48 FEET; THENCE SOUTH 00 DEGREES, 04 MINUTES, 01 SECONDS EAST 18.75 FEET; THENCE NORTH 89 DEGREES, 43 MINUTES, 56 SECONDS WEST 177.00 FEET BACK TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS. (BASED ON AN ASSUMED BEARING OF NORTH 89 DEGREES, 43 MINUTES, 56 SECONDS WEST FOR THE SOUTH LINE OF THE PARCEL.)

Commonly Known As: 1633 N. St. Louis Ave., Home B, Chicago, Illinois 60647

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EXHIBIT D PLAT OF SURVEY OF PARCEL 1

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EXHIBIT E PLAT OF SURVEY OF PARCEL 2



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EXHIBIT

ATTACHED TO

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*11 pages
2 Doubles
6/6/16*

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