

UNOFFICIAL COPY

Doc#: 2204539042 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 02/14/2022 07:33 AM Pg: 1 of 11

RECORDING COVER SHEET
FILE 41067923G (1 of 4)

COOK COUNTY

TYPE OF DOCUMENT:

REAR ROOF AGREEMENT

PREPARED BY,

AFTER RECORDING:

DEBRA YALE

630 DUNDEE ROAD

SUITE 220

NORTHBROOK, IL 60062

Property of Cook County Clerk's Office

UNOFFICIAL COPY

REAR ROOF AGREEMENT

This Rear Roof Agreement ("Agreement") is effective as of this 1st day of December, 2021 ("Effective Date") by and between Ryan Alexander ("Unit 3S Owner") and Natalia Gonzalez and Robert Stevens (collectively, "Unit 3N Owner").

Preliminary Statements

A. The Unit 3S Owner is the owner of the real property commonly known as 2518 N. Willetts Court, Unit 3S, Chicago, Illinois 60647 and legally described on Exhibit A attached hereto and made a part hereof ("Unit 3S"). The Unit 3N Owner is the owner of the real property commonly known as 2520 N. Willetts Court, Unit 3N, Chicago, Illinois 60647 and legally described on Exhibit B attached hereto and made a part hereof ("Unit 3N"). The Unit 3S Owner and the Unit 3N Owner are individually referred to herein as an "Owner" and collectively as the "Owners". Unit 3S and Unit 3N are individually referred to herein as a "Unit" and collectively as the "Units".

B. The Units are condominium units located on the top floor in the 2518-20 N. Willetts Condominiums ("Condominium Project") and are adjacent to each other. The Condominium Project was submitted to the provisions of the Illinois Condominium Property Act pursuant to that certain Declaration of Condominium Pursuant to the Condominium Property Act for 2518-20 N. Willetts Condominium by Logan-Station, L.L.C., an Illinois limited liability company ("Declarant") dated December 14, 2006, and recorded with the Cook County, Illinois Recorder of Deeds on December 27, 2006, as Document # 0636109080 ("Declaration"). The Plat of Survey depicting the Condominium Project ("Plat") is attached to the Declaration as Appendix D and made a part thereof. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration.

C. Paragraph 4(c)(v) of the Declaration provides in part that the "rear roof area above Units 3S and 3N" ("Rear Roof Area") are Limited Common Elements for the exclusive use of Units 3S and 3N. The roof level depiction on the Plat makes specific reference to the "Rear Roof Area" but does not specify the size or dimensions of such Limited Common Elements in the Rear Roof Area. Each Unit has direct access from the Unit to the Rear Roof Area.

D. The Owners desire to enter into this Agreement to clarify which portions of the Rear Roof Area constitute Limited Common Elements for the respective Units.

Agreements

NOW, THEREFORE, in consideration of the foregoing Preliminary Statements (which are incorporated into the operative provisions of this Agreement) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners agree as follows:

Agreements

1. Attached hereto as Exhibit C and made a part hereof is a satellite image of the roof of the building which is part of the Condominium Project showing a roof deck located directly behind and accessible from Unit 3S and another roof deck located directly behind and accessible from Unit 3N. In between the two (2) roof decks is open space that separates the two (2) roof decks.
2. Attached hereto as Exhibit D and made a part hereof is the roof level page of the Plat. The Unit 3S Owner agrees that the only portion of the Rear Roof Area that constitutes a Limited Common Element for the exclusive use of Unit 3S is outlined on Exhibit D and is labeled LCE for Unit 3S ("Unit 3S Roof LCE"). The Unit 3N Owner acknowledges and agrees that the only portion of the Rear Roof Area that constitutes a Limited Common Element for the exclusive use of Unit 3N is outlined on Exhibit D and is labeled LCE for Unit 3N ("Unit 3N Roof LCE"). The Unit 3N

UNOFFICIAL COPY

Owner agrees that the Unit 3N Owner has no right to use or cross upon for ingress or egress unless as specified in Paragraph 3 below the Unit 3S's Roof LCE. Except as expressly provided in Paragraph 3 below, the Unit 3S Owner agrees that the Unit 3S Owner has no right to use or cross upon for ingress or egress the Unit 3N's Roof LCE.

3. As shown on Exhibit D there is a Common Element stairway ("Stairway") in the Rear Roof Area. The Stairway provides a second mode of ingress and egress to and from the Rear Roof Area. The door to the Stairway is located adjacent to the Unit 3N's Roof LCE. The only way to access the Stairway is through the door that abuts the Unit 3N's Roof LCE. The Unit 3N Owner agrees that the Unit 3S Owner shall have a perpetual and irrevocable right to use the Unit 3N Roof LCE for purposes of ingress and egress to and from the Stairway in the event of an emergency posing a threat of injury or to life or safety or in the event of a casualty.
4. All covenants and provisions of this Agreement, including the benefits and burdens, constitute covenants running with the land and are binding upon and inure to the benefit of the Owners and their successors, assigns, heirs and legal and personal representatives.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
6. This Agreement may not be modified or amended in any manner other than by a written agreement signed by both Owners, their successor or assigns.
7. This Agreement constitutes the entire agreement between the parties hereto. There are no terms, representations, obligations, covenants, or conditions other than those expressly contained herein.
8. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one (1) and the same agreement.
9. In the event legal proceedings are brought or commenced to enforce any of the terms of this Agreement, the prevailing party in such action, lawsuit, or proceeding, is entitled to recover from the other party all reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such action, lawsuit, or proceeding.

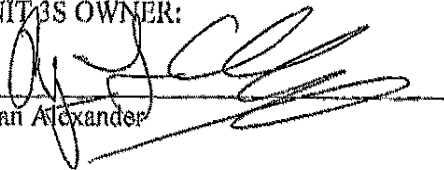
[SIGNATURES ON FOLLOWING PAGE]

UNOFFICIAL COPY

[SIGNATURE PAGE TO REAR ROOF AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

UNIT 35 OWNER:



Ryan Alexander

STATE OF ILLINOIS)
COUNTY OF Cook) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Ryan Alexander, 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 instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1 day of Dec, 2021.

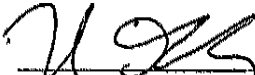
"OFFICIAL SEAL"
D. IMUNDO, Notary Public
Notary Public, State of Ill. My commission expires on 5/16/23
My Commission Expires 05/16/2023

UNOFFICIAL COPY

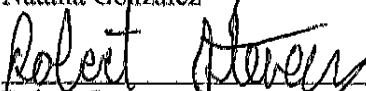
[SIGNATURE PAGE TO REAR ROOF AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

UNIT 3N OWNER:



 Natalia Gonzalez

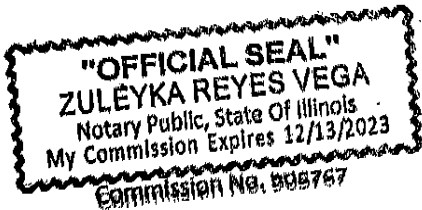


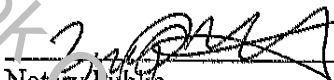
 Robert Stevens

STATE OF ILLINOIS)
COUNTY OF COOK ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Natalia Gonzalez, 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 she signed, sealed, and delivered the instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of December, 2021.



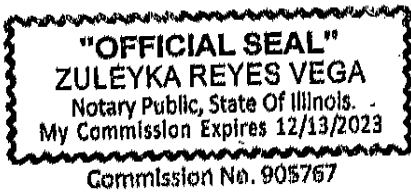


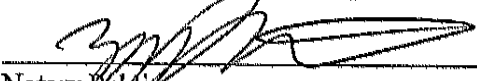
 Notary Public
 My commission expires on 12-13-23

STATE OF ILLINOIS)
COUNTY OF COOK ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Robert Stevens, 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 instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of December 2021.





 Notary Public
 My commission expires on 12-13-23

UNOFFICIAL COPY

Exhibit A

Legal Description Unit 3S

PARCEL 1:

UNIT 3S TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 2518-2520 N. WILLETTS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0636109080, AS AMENDED, IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. G-3N, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 0636109079 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

Common address: 2518 N. Willetts Court, Unit 3S, Chicago, IL 60647

PIN: 13-25-315-063-1008

UNOFFICIAL COPY

Exhibit B

Legal Description Unit 3N

PARCEL 1:

UNIT 3N IN THE 2518-2520 N. WILLETTS CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 10 AND 11, IN BLOCK 2 IN STOREY AND ALLEN'S MILWAUKEE AVENUE ADDITION TO CHICAGO, BEING A SUBDIVISION OF 5.8 ACRES IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0636109080, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF G-3S, LIMITED COMMON ELEMENTS, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0636109080.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, USE AND ENJOYMENT AS CREATED BY OPERATION AND RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT RECORDED AS DOCUMENT NUMBER 0636109079, IN COOK COUNTY, ILLINOIS.

Common address: 2520 N. Willetts Court, Unit 3N, Chicago, IL 60647

PIN: 13-25-315-063-1007

UNOFFICIAL COPY

Exhibit C

Satellite Image

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit D

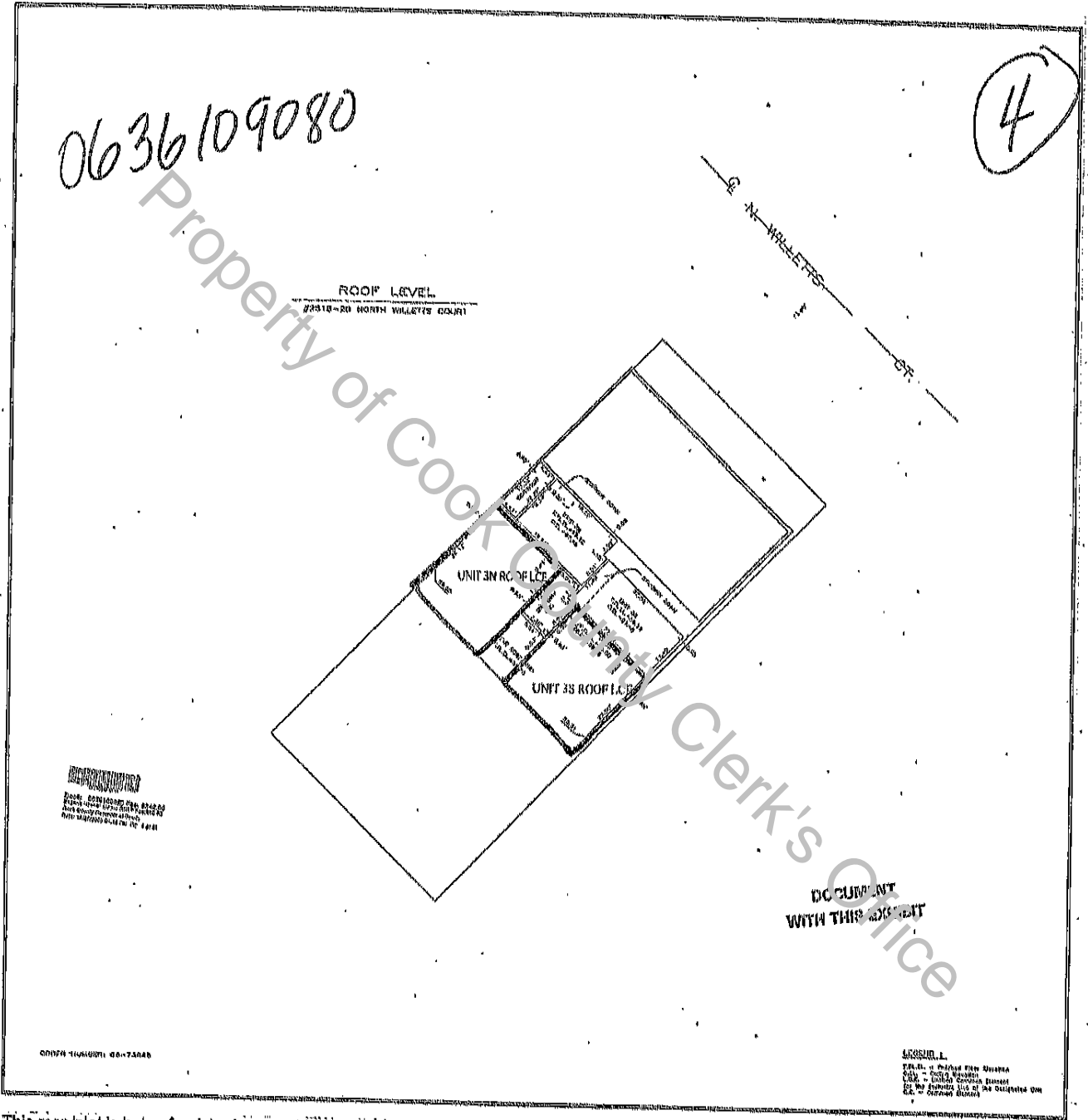
Location of LCE'S

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0636109080

4



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.