

RESERVATION AND DECLARATION
OF PARTY WALL RIGHTS AND OBLIGATIONS

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This Reservation and Declaration of Party Wall Rights and Obligations (hereinafter referred to as "Declaration"), is made and entered into this 16th day of September, 1986, by THE WOODLAWN ORGANIZATION, (hereinafter referred to as "Declarant"), an Illinois not-for-profit corporation.

WITNESSETH:

WHEREAS, Declarant is presently the owner of the certain real estate described as follows:

LOT 13 (EXCEPT THE SOUTH HALF THEREOF) IN BLOCK 13 IN WOODLAWN RIDGE, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

PIN 20-23-124-013 0000 - 6657 S. ELLIS, CHICAGO (hereinafter referred to as "Parcel I") and the certain real estate described as follows:

THE SOUTH 1/2 OF LOT 13 IN BLOCK 13 IN WOODLAWN RIDGE, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 20-23-124-013 0000 - 6659 S. ELLIS, CHICAGO (hereinafter referred to as "Parcel II"); and

WHEREAS, there is a common wall (hereinafter referred to as "Wall") along the boundary line where Parcel I adjoins Parcel II; and

WHEREAS, Declarant intends to sell the Parcel I and Parcel II to separate parties; and

WHEREAS, Declarant desires to establish for its own benefit and for the benefit of all future owners or occupants of the Parcel I and Parcel II and any parts thereof, certain rights in and over the Wall and certain mutual restrictions and obligations with respect to the use, conduct and maintenance thereof.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

This document is a true and correct copy of the original as the same appears in the records of the Court, and is certified to be such by me, the Clerk of the Court, on this _____ day of _____, 19____.

Witness my hand and the seal of the Court at Chicago, Illinois, on this _____ day of _____, 19____.

Clerk of the Court

This document is a true and correct copy of the original as the same appears in the records of the Court, and is certified to be such by me, the Clerk of the Court, on this _____ day of _____, 19____.

Witness my hand and the seal of the Court at Chicago, Illinois, on this _____ day of _____, 19____.

This document is a true and correct copy of the original as the same appears in the records of the Court, and is certified to be such by me, the Clerk of the Court, on this _____ day of _____, 19____.

Witness my hand and the seal of the Court at Chicago, Illinois, on this _____ day of _____, 19____.

This document is a true and correct copy of the original as the same appears in the records of the Court, and is certified to be such by me, the Clerk of the Court, on this _____ day of _____, 19____.

Witness my hand and the seal of the Court at Chicago, Illinois, on this _____ day of _____, 19____.

This document is a true and correct copy of the original as the same appears in the records of the Court, and is certified to be such by me, the Clerk of the Court, on this _____ day of _____, 19____.

Witness my hand and the seal of the Court at Chicago, Illinois, on this _____ day of _____, 19____.

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NOW, THEREFORE, Declarant hereby reserves to itself, and to all of its successors and assigns, the following rights and restrictions in and over Parcel I, Parcel II and the Wall:

1. Establishment of Party Wall. The Wall shall be a party wall in all respects.

2. Extensions. Neither the owner of Parcel I or the owner of Parcel II, nor any party claiming by, through or under either owner, shall extend or enlarge the present height, length or width of the Wall, or otherwise change the present structural condition of the Wall, except to the extent that such extension, enlargement or change is required by applicable governmental law or ordinance, in which event any such extension, enlargement or change shall be done in a good and workmanlike manner and, subject to paragraph 3(a) hereof, the cost of such extension, enlargement or change shall be borne one-half by the owner of Parcel I and one-half by the owner of Parcel II.

3. Damage or Destruction.

(a) If the Wall becomes damaged or destroyed by reason of the negligence or willful misconduct of either the owner of Parcel I or the owner of Parcel II, or any party claiming by, through or under either owner, such owner shall re-build or repair the Wall at its sole expense and shall forthwith compensate the owner of the other Parcel for any damages caused to the real or personal property of the owner of the other Parcel as a result of such damage or destruction.

(b) If the Wall becomes damaged or destroyed by any cause other than the negligence or willful misconduct of the owner of Parcel I, the owner of Parcel II or any party claiming by, through

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

This certificate is given in accordance with the provisions of the Act in that behalf amended, approved March 10, 1907, and amended March 10, 1909, and March 10, 1911, and March 10, 1913, and March 10, 1915, and March 10, 1917, and March 10, 1919, and March 10, 1921, and March 10, 1923, and March 10, 1925, and March 10, 1927, and March 10, 1929, and March 10, 1931, and March 10, 1933, and March 10, 1935, and March 10, 1937, and March 10, 1939, and March 10, 1941, and March 10, 1943, and March 10, 1945, and March 10, 1947, and March 10, 1949, and March 10, 1951, and March 10, 1953, and March 10, 1955, and March 10, 1957, and March 10, 1959, and March 10, 1961, and March 10, 1963, and March 10, 1965, and March 10, 1967, and March 10, 1969, and March 10, 1971, and March 10, 1973, and March 10, 1975, and March 10, 1977, and March 10, 1979, and March 10, 1981, and March 10, 1983, and March 10, 1985, and March 10, 1987, and March 10, 1989, and March 10, 1991, and March 10, 1993, and March 10, 1995, and March 10, 1997, and March 10, 1999, and March 10, 2001, and March 10, 2003, and March 10, 2005, and March 10, 2007, and March 10, 2009, and March 10, 2011, and March 10, 2013, and March 10, 2015, and March 10, 2017, and March 10, 2019, and March 10, 2021, and March 10, 2023, and March 10, 2025.

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or under either owner, either owner shall have the right to rebuild or repair the Wall and the other owner shall forthwith upon demand reimburse the owner who rebuilds or repairs the Wall in an amount equal to one-half of the amount by which the costs of such repairing or rebuilding exceeds the proceeds of any insurance payable to either owner on account of such repairing or rebuilding. Each owner shall at all times carry casualty insurance in reasonable amounts covering the Wall, and any casualty insurance proceeds payable to either owner on account of such damage or destruction shall, subject to the rights of the holder of a mortgage lien on either Parcel (whether now or hereafter existing), first be applied to the cost of such building or repair.

(c) Except as may otherwise be required by applicable governmental laws and ordinances, any repairing or rebuilding of the Wall shall be done in a good and workmanlike manner using materials of substantially similar type and quality as those used in the existing Wall or portion thereof, so that the Wall as repaired or rebuilt pursuant hereto is the same size and in the same location as the Wall existing on the date hereof. All repairs and rebuilding shall conform in all respects to all applicable governmental laws and ordinances relating to the construction of buildings.

4. Openings. Neither the owner of Parcel I nor the owner of Parcel II shall make or provide openings through the Wall of any nature whatsoever, other than customary holes for nails, screws, anchors, or other devices to hang pictures or other home

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accessories that do not diminish the structural integrity of the Wall, its fire resistancy or its sound deadening quality without having first obtained the written consent of the owner of the other Parcel.

5. Maintenance. The Wall, and that portion of the roof lying above the Wall, shall be maintained and kept in good condition and repair at all times by, and at the equal expense of the owner of Parcel I and the owner of Parcel II.

6. Use. Neither the owner of Parcel I nor the owner of Parcel II shall use the Wall in any manner whatsoever that may interfere with the equal use of the Wall by the owner of the other Parcel, nor shall any joists, cross-beams, studs, or other structural members used in construction, repair, or maintenance of the property of either owner encroach upon the property of the other owner.

7. Easement. Declarant hereby conveys to the owner of Parcel I and the owner of Parcel II such easements and right of ingress and egress covered by the Wall as may be necessary to effect the maintenance, repair or rebuilding of the Wall pursuant to the provision hereof to carry out the terms and intent of this Declaration.

8. Binding Effect. This Declaration shall at all times be construed as a covenant running with the land in perpetuity to the mutual benefit and burden of all present and future owners of Parcel I and Parcel II and shall be binding upon and shall inure

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to the benefit of Declarant, its successors and assigns,^{8 6 4 2 5 3 1 3} any future owner of Parcel I or Parcel II, and the heirs, successors and assigns of any future owner of Parcel I or Parcel II.

9. Breaches and Remedies.

(a) Breach by any owner of Parcel I or Parcel II of any of the covenants, agreements or restrictions contained in this Declaration may be enjoined, abated, or remedied by appropriate legal or equitable proceedings by the other owner. Any judgment rendered in any action or proceeding brought pursuant to this Paragraph 9 shall include a sum for attorneys' fees in such amount as a court may deem reasonable in favor of the prevailing party, as well as costs of collection and court costs, together with interest thereon at the legal rate then in effect in the State of Illinois.

(b) The result of each act or omission of any owner of Parcel I or Parcel II whereby any of the covenants and restrictions herein contained are violated in whole or in part is hereby declared to be and to constitute a nuisance, and every right and remedy available at law or in equity on account of such nuisance shall be applicable against each such result and may be exercised by the owner of the other parcel.

(c) In the event that either the owner of Parcel I or the owner of Parcel II suffers a monetary loss or expends monies as a result of the breach by the owner of the other parcel, the owner suffering such loss or expending such monies shall be entitled to a lien on the Parcel owned by the other owner in the amount of such monetary loss or money expended. Such lien may be perfected

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The following is a copy of the original document as it appears in the records of the Clerk of Cook County, Illinois. It is not a certified copy and should not be used for legal purposes. The original document is on file in the Clerk's Office and may be viewed or copied upon request.

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by the filing of an instrument in the office of the Recorder of Deeds of Cook County, Illinois, indicating the amount of such lien and the obligation thereon for interest, attorneys' fees, and costs of collection. The owner in whose favor such lien exists, shall be entitled to foreclose such lien in the same manner in which mortgages are enforced and foreclosed in the County of Cook, State of Illinois.

(d) The remedies herein provided for the breach of the covenants and restrictions contained herein shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

10. Amendments. This Declaration shall not be amended or otherwise modified in whole or in part except by written instrument executed by the then owners of Parcel I and Parcel II and recorded in the office of the Recorder of Deeds of Cook County, Illinois.

11. Severability. In the event that any term or provision contained in this Declaration shall be held to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions hereof shall nevertheless remain in full force and effect as if such unenforceable term or provision had never been a part hereof.

12. Non-Waiver. No consent to or waiver of any breach of any of the covenants and agreements contained herein shall be deemed a consent to or waiver of the performance of any other covenants and agreements contained herein of the same. No delay or failure to exercise any right hereunder shall be construed to

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of this office.

In witness whereof, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19__.

Clerk of Cook County, Illinois.

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be a waiver of any breach or default hereunder or an acquiescence therein, and any single or partial exercise of any such right shall not preclude any other or further exercise thereof or the exercise of any other right hereunder.

13. Construction. The headings of paragraphs in this Declaration are inserted for convenience of reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Declaration, the singular shall include the plural where the context so requires; and the terms "owner" and "owners" shall include Declarant and each and every one of Declarant's successors in ownership of legal title to in either Parcel I, Parcel II or any part thereof.

14. Governing Law. The Declaration and the covenants and restrictions herein contained shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Declarant has set its hand the 16th day of September, 1986.

The Woodlawn Organization, an
Illinois not-for-profit corporation

By: [Signature]
its President

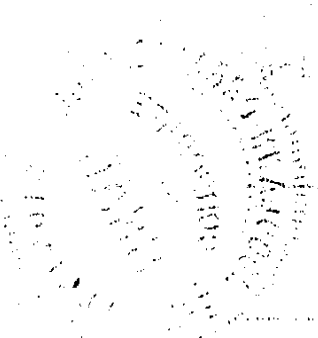
Attest: Geri Gene Smith
Secretary

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20____.

CLERK OF THE COUNTY OF COOK, ILLINOIS

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, LINDA S. CONSOLD as Notary Public in and for said County, in the State aforementioned, DO HEREBY CERTIFY that Leon J. Finney, Jr., the President of THE WOODLAWN ORGANIZATION, an Illinois not-for-profit corporation, and 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 as the President of said corporation he signed, sealed and delivered the said instrument on behalf of said corporation as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of September, 1986.

Linda S. Consold

Notary Public

My commission expires

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 SEP 19 PM 2: 23

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PREPARED BY AND MAIL TO:

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Linda S. Consolo
Carrane, Zwirn Newman & Freifeld
100 North LaSalle Street, Chicago, IL 60602

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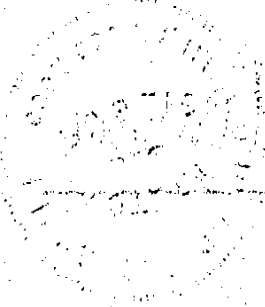
COMMUNAL PROPERTY

PROPERTY TO STATE

PROPERTY TO COUNTY

That the said grantee of _____

has been granted _____



[Signature]

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