

UNOFFICIAL COPY 86581267

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DECLARATION OF PARTY WALL AGREEMENT AND AGREEMENT FOR JOINT EXTERIOR MAINTENANCE

WHEREAS, BLACKHAWK ENTERPRISES, INC., an Illinois corporation, is the owner of the fee simple title to the following-described real estate situated in the City of Elgin, Kane County, Illinois:

Lot 27 in Bent Tree Village, being a subdivision of part of the East Half of the West Half of Section 7, Township 41 North, Range 9 East of the Third Principal Meridian in the City of Elgin, Cook County, Illinois.
commonly known as 1055-1057 Bent Tree Court, Elgin, Illinois 60120, hereinafter sometimes called "the Property"; and,

WHEREAS, said owner has constructed or intends to construct, upon said premises, for sale to various persons, a duplex dwelling unit connected by a common wall between the individual units of such duplex; and,

WHEREAS, it is intended by the undersigned to create, in favor of each purchaser, an easement covering such common wall which is intended to be placed equally on the lot line separating the individual units upon which the duplex is located; and,

WHEREAS, it is intended by the undersigned to create in favor of the purchaser of each unit of the duplex the right to enforce equal contribution from the owner of the other unit for repairs to portions of the exterior premises which are located upon or above the lot line, including but not limited to all building materials, siding, eaves, roofing materials, walkways and driveways.

NOW, THEREFORE, the undersigned, BLACKHAWK ENTERPRISES, INC., an Illinois corporation, in order to protect each individual purchaser, their successors and assigns, of any lot or parcel of the Property, does hereby create the following easements and rights relating to each duplex dwelling unit:

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DECLARATION OF PARTY WALL AGREEMENT AND AGREEMENT FOR joint EXTERIOR MAINTAINANCE

WHEREAS, BLACKHAWK ENTERPRISES, INC., an Illinois corporation, is the owner

of the lot of land described below situated in the City of Elgin,

Kane County, Illinois:

Lot 34 in Block 1100 Illinois being a subdivision of part of the First Hill of
the West Hill of Section 5, Township 11 North, Range 6 East of the First Principal
Meridian in the City of Elgin, Cook County, Illinois.

commonly known as 1048-1052 West Kane Court, Elgin, Illinois 60130, hereinafter

sometimes called "the property"; and

WHEREAS, said owner has determined to improve the property upon said premises

for sale to various persons, a greater number will soon be needed

the individual units of snow sheds; and

WHEREAS, it is intended by the owner to lease, in favor of each purchaser

as lessor covering such common wall which is intended to be leased entirely on the first

and subsequent leases the individual units above which the leases are located; and

WHEREAS, it is intended by the owner to lease, in favor of the purchaser of

each unit of the property the right of quiet enjoyment from the owner of the office

unit for leases of the exterior business which are located upon or above the

unit for leases of portions of the exterior business which are located upon or above the

wall between the individual units.

NOW, THEREFORE, the undersigned BLACKHAWK ENTERPRISES, INC., an Illinois

corporation, in order to protect their privilege, themselves, their successors and assigns, to

buy for or behalf of the property, does hereby agrees the following agreements and rights

relating to each such dwelling unit:

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1. Declaration of Party Wall: The above-described common wall shall constitute a party wall between the adjoining residences to be erected on the Property. Each wall, which is built as a part of the original construction of the dwellings and garages upon the property and placed on the dividing line between the homesites, shall constitute a party wall; and, to the extent not inconsistent with the provisions of this agreement, the general rules of law regarding party walls and of liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

2. Repair and Maintenance of Party Wall and All Exterior Portions of the Dwellings and Garages: The cost of reasonable repair, maintenance and replacement of a party wall and the improvements placed on the dividing lot line (including, but not limited to, all siding, eaves, roofing materials, walkways and driveways), shall be shared equally by the owners on either side of said wall, who make use of the wall, except that the entire cost of repairing damages caused by the negligence or wilful act or omission of one owner shall be paid for by that owner.

3. Destruction to Party Wall and Exteriors: If a party wall and the improvements placed on the dividing lot line are destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and the other owner who shared the use of the wall shall contribute to the cost of restoration equally, without prejudice, however, to the right of any such owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or wilful acts or omissions.

4. Negligence: Notwithstanding any other provision of this agreement, an owner who, by negligence or wilful act, causes a party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

5. Contribution: The right of any owner to contribution from any other owner under this agreement shall be appurtenant to the land and shall pass to such owner's successors in title.

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1. Description of Party Mail: The above-described government will issue a
party mail between the following sequence of offices on the border. Each mail
will be built as a part of the original construction of the buildings and services upon the
border and based on the dividing line between the post office and post office a party
mail and post office will be provided with the provisions of this agreement, the general
use of law regarding party mail and of liability for property damage due to negligence of
mail sets of organization shall apply therefore.

2. Right and Maintenance of Party Mail and All External Postage of the

Demulles and Grasses: The cost of reasonable labor, maintenance and equipment to a
party mail and the improvements based on the dividing line (including, but not limited
to all signs, easements, roads, waterways, landmarks and rights-of-way) shall be equally paid
by the owners on either side of the mail, who make use of the mail, except that the entire
cost of repairing damages caused by the negligence of mail set to one owner
shall be paid to the first owner.

3. Description of Party Mail and Post offices: In a party mail and the improvements

based on the dividing line the destruction or damage by fire or other causes, and
owner who has made the mail responsible for the other owner who makes the use of the
mail shall assume the cost of repair or replacement, without prejudice, however, to the
right of the owner to recover costs from the other owner for the damage.

4. Maintenance: Maintaining and other services of this agreement, the owner

who, by negligence of mail set, causes a party mail to be exposed to the elements
shall, at the cost of maintaining the necessary protection against such elements.

5. Confidentiality: The right of any owner to confidentiality from any other owner

under this agreement shall be subject to the following conditions:
a. The owner of this agreement shall be subject to the laws of each state of which he is a citizen.

successors in title.

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6. Easement: Neither owner shall alter or change such party wall in any manner, or the improvements which are located on or above the dividing lot line, and such party wall and improvements shall always remain in the same location as when erected, and each party to such common wall shall have a perpetual easement in that part of the premises of the other on which such party wall is located for party wall purposes.

7. Exterior Additions or Changes: No exterior addition to or change or alteration in the building, fence, wall, antenna, awning or other structure to be erected as a duplex on the property shall be made, except such as are erected or approved by the present owner of the fee simple title to the property, until written plans and specifications showing the nature, kind, shape, height, materials, color scheme and location of the same, and the approximate cost thereof, shall have been submitted to and approved in writing by the other owner of the duplex to be constructed hereunder.

8. Arbitration: Any controversy or claim arising out of or relating to this agreement or breach thereof, which may be properly submitted to arbitration, shall be settled by arbitration, and such arbitration shall comply with and be governed by the Uniform Arbitration Act (Ill.Rev.Stat., Ch. 10, Sec. 101-113).

9. Covenants Running with the Land: Easements and rights 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 unit shall be deemed to accept such deed with the understanding that each and every purchaser is also bound by the provisions herein contained, and each and every purchaser, by subsequent deed to any unit, shall thereby consent and agree to be bound by the covenants herein contained, to the same extent as though he or she had signed this instrument. The undersigned, in executing and delivering the deeds to such units, shall insert in such conveyances by reference, that the same are made subject to the terms, conditions and covenants herein contained.

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6. Reserves: Neither owner shall suffer or cause such party shall in any manner
or the improvements which are located on or above the division lot line, and such party
shall and improvements shall always remain in the same location as when erected, and only
such to any common New York City zoning law for the purpose of
the offer or lease such party New York City zoning law for the purpose of
the offer or lease such party New York City zoning law for the purpose of

7. Exterior Additions or Changes: No exterior addition of cause or otherwise
in the building, fence, wall, antenna, canopy or other structure to be erected as a garage
on the property shall be made, except such as are selected or approved by the present
owner of the lot, subject to the property, until written plan and specification
showing the nature, kind, size, height, materials, color, location and location of the same,
and the dimensions set forth shall have been agreed upon in writing by
the other owner of the property to be constructed or considered.

8. Assignment: Any conveyance or lease shall run out to or beyond the date of first
agreement of present interest, unless and property subject to assignment, shall be
settled by partition, and such party shall equally will and be bound by the
Uniform Assignment Act (U.S.A.), C.V. 10, sec. 101-123.

9. Conveyance running with the land: Premiums and charges payable after the
date shall be payable and contingent as conveyance running with the land, and each and
every person occupying a room or part thereof shall be bound with the
undertaking that each and every person is also bound by the division, period
concluded, and such and every person shall be bound to pay all taxes
concerned and agree to be bound by the conveyance between parties to the same except as
provided in this instrument. The undivided, in excess of, and defective
titles to such units shall revert in same conveyances by rotation, first the same who
were subject to the terms, conditions and convenants herein contained.

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IN WITNESS WHEREOF, the undersigned has executed this instrument on the 18th day of November, 1986.

-86-581267

BLACKHAWK ENTERPRISES, INC.,
an Illinois corporation,

By:

Theodore Heise
Its President

ATTEST:

Georgeann Heise
Its Secretary

90 50T 99 030 5

STATE OF ILLINOIS) DECEMBER 5, 1986 47462 - 06531367 A --- Rec 15.2
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THEODORE E. HEISE, President of BLACKHAWK ENTERPRISES, INC., an Illinois corporation, and GEORGEANN HEISE, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that the said Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

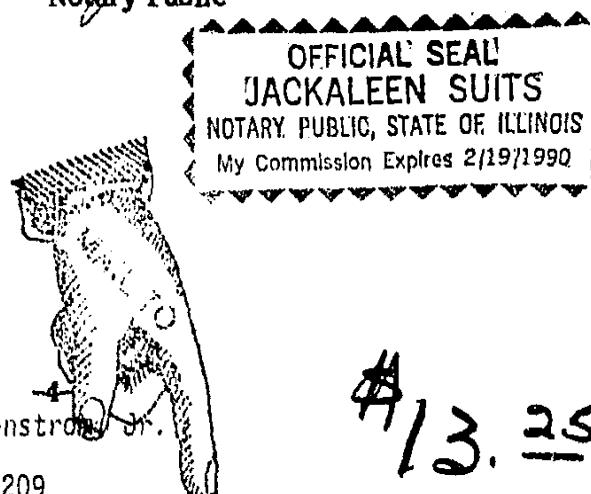
GIVEN under my hand and notarial seal this 18th day of November, 1986.

Jackaleen Suits
Notary Public

86581267

Document Prepared By:

Clarence F. Wittenstrom, Jr.
Gromer, Wittenstrom & Meyer, P.C.
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P.O. Box 1209
Elgin, Illinois 60121-0209
Phone: 312/741-6700



This Document Prepared by: Clarence F. Wittenstrom, Jr.
P. O. Box 1209
Elgin, IL 60121-0209

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Type ✓ Day of November, 1948.

BLACKHAWK ENTERPRISES INC.
as Illinois Corporation

Inobis est illa

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VITA ET TESTIMONIUM

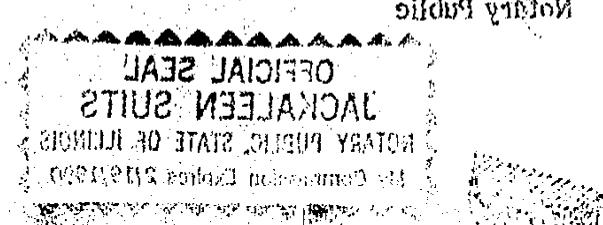
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22. COUNTY OF KANAS)
) STATE OF ILLINOIS)

1. The undersigned, a Native Puerto Rican from the State of New Mexico,
HEREBY CERTIFY that THOMAS E. HARRIS President of BLACKHAWK
ENTERPRISES INC., a citizen of Detroit, and GEORGE ANN HENSE, Secretary thereof,
desirously request us to do the same persons whom we have the pleasure of meeting
for obvious interest as such persons and the Society of Industrial, Professional,
Business and Academic circles throughout the State of New Mexico,
their free and voluntary act to the best of their knowledge, for the
purpose of publicizing their acts toward the State of New Mexico,
and to give them the opportunity to meet our own free and voluntary
representatives to the State, as a continuation of the cooperation established
between the two, to the end of aiding and assisting the people of New Mexico.

CHARGE number-~~10~~ by which this section has been designated.

Digitized by srujanika@gmail.com



Document Page 19 of 20

Change F: Mitigation

Glorious Mittentelegram to Mayan, P.C.

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