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DECLARATION OF PARTY WALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS

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COOK COUNTY RECORDER

WHEREAS, J. F. O'CONNELL, INC., a corporation organized and existing under and by virtue of the laws of the State of Illinois, holds legal title to certain parcels of real estate, as hereinafter more particularly described, which are intended as dwelling sites, said parcels so mentioned being hereinafter referred to as "dwelling parcels" upon which parcels is being erected one building consisting of 2 so-called "townhouses", each townhouse being a single family private residence erected on a separate dwelling parcel. Said townhouses are joined by a common wall between each separate unit, there being one common wall in the entire structure and said wall, hereinafter referred to as party wall, straddles the boundary between the dwelling parcels, and

WHEREAS, the dwelling parcels are legally described as follows, and commonly known as 31
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and 33 North Madison, LaGrange, Illinois:

PARCEL 1: THAT PART OF LOT 12 IN BLOCK 16 IN COSSIT'S FIRST ADDITION TO LA GRANGE, BEING A SUBDIVISION OF THAT PART OF THE NORTH-WEST 1/4 OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RAILROAD AND SOUTH OF OGDEN AVENUE, RECORDED JULY 14, 1982 IN BOOK 17, PAGE 35; DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTH-WEST CORNER OF SAID LOT 18; THENCE NORTH 0 DEGREES EAST (FOR THE PURPOSES OF THIS LEGAL DESCRIPTION THE BASIS OF BEARINGS IS THE ASSUMED BEARING OF THE WEST LINE OF LOT 18 BEING DUE NORTH), ALONG THE WEST LINE OF SAID LOT 18, A DISTANCE OF 27.50 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF THE CENTER LINE OF A PARTY WALL OF A BRICK TOWNHOUSE; THENCE NORTH 89 DEGREES 37 MINUTES 12 SECONDS EAST, ALONG SAID CENTER LINE AND ITS EASTERLY PROLONGATION, A DISTANCE OF 116.06 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 48 SECONDS EAST, A DISTANCE OF 2.57 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE CENTER LINE OF A PARTY WALL OF A FRAME GARAGE; THENCE NORTH 89 DEGREES 40 MINUTES 17 SECONDS EAST, ALONG SAID CENTER LINE AND ITS EASTERLY PROLONGATION, A DISTANCE OF 50.00 FEET TO THE EAST LINE OF SAID LOT 18; THENCE SOUTH 1 DEGREE 12 MINUTES 42 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 24.71 FEET TO THE SOUTH-EAST CORNER OF SAID LOT 18; THENCE SOUTH 89 DEGREES 33 MINUTES 35 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 166.60 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 13 IN BLOCK 16 IN COSSIT'S FIRST ADDITION TO LA GRANGE, BEING A SUBDIVISION OF THAT PART OF THE NORTH-WEST 1/4 OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RAILROAD AND SOUTH OF OGDEN AVENUE, RECORDED JULY 14, 1982 IN BOOK 17, PAGE 35; DESCRIBED AS FOLLOWS, COMMENCING AT THE SOUTH-WEST CORNER OF SAID LOT 18; THENCE NORTH 0 DEGREES EAST (FOR THE PURPOSES OF THIS LEGAL DESCRIPTION THE BASIS OF BEARINGS IS THE ASSUMED BEARING OF THE WEST LINE OF LOT 18 BEING DUE NORTH), ALONG THE WEST LINE OF SAID LOT 18, A DISTANCE OF 27.50 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF THE CENTER LINE OF A PARTY WALL OF A BRICK TOWNHOUSE; FOR A PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 37 MINUTES 12 SECONDS EAST, ALONG SAID CENTER LINE AND ITS EASTERLY PROLONGATION, A DISTANCE OF 116.06 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 48 SECONDS EAST, A DISTANCE OF 2.57 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE CENTER LINE OF A PARTY WALL OF A FRAME GARAGE; THENCE NORTH 89 DEGREES 40 MINUTES 17 SECONDS EAST ALONG SAID CENTER LINE AND ITS EASTERLY PROLONGATION, A DISTANCE OF 50.00 FEET TO THE EAST LINE OF SAID LOT 18; THENCE NORTH 1 DEGREE 12 MINUTES 42 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 25.30 FEET TO THE NORTH-EAST CORNER OF SAID LOT 18; THENCE SOUTH 89 DEGREES 33 MINUTES 35 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 18, A DISTANCE OF 165.70 FEET TO THE NORTH-WEST CORNER OF SAID LOT 18; THENCE SOUTH 0 DEGREES EAST A DISTANCE OF 22.50 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

WHEREAS, J. F. O'CONNELL, INC., desires to create agreements representing the construction, care and maintenance of the aforesaid party wall.

NOW, THEREFORE, in consideration of the premises, it is declared as follows:

I. The dividing wall which straddles the boundary line between the 2 dwelling parcels and which stands partly upon the dwelling parcel and partly upon the other shall at all times be considered a party wall, and each of the owners of the dwelling parcels shall have the right to use said party wall both 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 townhouse and for the support of any building constructed to replace the same.

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2. No owner of either dwelling parcel nor any successor in interest to any such owner shall have the right to extend said party wall in any manner, either in length, height or in thickness; provided however, that the restriction contained in this paragraph shall not be constructed to prohibit the owner of either dwelling parcel from constructing a wall at the end of said party wall in such manner that the entire wall so constructed shall rest upon the dwelling parcel owned by the person constructing the same and shall not constitute a party wall.

3. In the event of damage or destruction of such party wall, including the foundation thereof, or whenever it shall be necessary to repair the whole or any part of such party wall, the owner of the dwelling parcel upon which such party wall may rest shall have the right to repair or rebuild such wall and the owner of each dwelling parcel upon which such wall shall rest shall pay his aliquot portion of the cost of such repair or rebuilding. Any such repair or rebuilding shall be done in a substantial and workmanlike manner with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever 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 as the original wall.

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4. In the event of damage or destruction of either townhouse, the owner or owners from time to time of any such townhouse covenant and agree that they will, within a reasonable time after such destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The exterior of such townhouse, when rebuilt, shall be substantially similar to and of architectural design conforming with the exterior of the townhouse which remains standing and is not required to be rebuilt. In the event of the total or substantial destruction of both of the townhouses, the architectural design of the exterior of the townhouses to be rebuilt and the materials to be used in constructing the same shall be agreed upon among the owners thereof, and in the absence of agreement, they shall be substantially similar in architectural design as the original townhouses and be constructed of comparable materials.

5. The owner or owners from time to time of each townhouse shall be responsible for the maintenance, repair or replacement of that portion of the common roof and gutter system as is located upon or attached to such townhouse.

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6. WHEREAS, J. F. O'CONNELL, INC. hereby grants and conveys to the several purchasers and/or owners of the aforementioned two dwelling parcels, their heirs, executors, administrators and assigns, an easement in perpetuity for purposes of ingress and egress over and upon the following:

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS.
THAT PART OF LOT 18 IN BLOCK 18 IN COSSIT'S FIRST ADDITION TO LA GRANGE, BEING A SUBDIVISION OF THAT PART OF THE NORTH-WEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RAILROAD AND SOUTH OF OGDEN AVENUE, RECORDED JULY 14, 1887 IN BOOK 17, PAGE 35, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH-WEST CORNER OF SAID LOT 18; THENCE NORTH 0 DEGREES EAST (FOR THE PURPOSES OF THIS LEGAL DESCRIPTION THE BASES OF BEARINGS IS THE ASSUMED BEARING OF THE WEST LINE OF LOT 18 BEING DUE NORTH), ALONG THE WEST LINE OF SAID LOT 18, A DISTANCE OF 9.98 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTH FACE OF A BRICK TOWNHOUSE; THENCE NORTH 89 DEGREE 41 MINUTES 01 SECONDS EAST, ALONG SAID WESTERLY PROLONGED LINE AND SAID SOUTH FACE OF THE BRICK TOWNHOUSE, A DISTANCE OF 115.17 FEET; THENCE NORTH 0 DEGREE 22 MINUTES 48 SECONDS WEST, A DISTANCE OF 15.08 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE CENTER LINE OF A PART WALL OF A FRAME GARAGE; THENCE NORTH 89 DEGREE 40 MINUTES 17 SECONDS EAST ALONG SAID PROLONGED LINE A DISTANCE OF 19.97 FEET TO THE WEST FACE OF SAID FRAME GARAGE; THENCE SOUTH 0 DEGREE 28 MINUTES 20 SECONDS EAST, ALONG THE WEST FACE OF SAID FRAME GARAGE AND ITS SOUTHERLY PROLONGATION, A DISTANCE OF 24.77 FEET TO THE SOUTH LINE OF SAID LOT 18; THENCE SOUTH 89 DEGREE 33 MINUTES 35 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 116.24 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

7. The easement herein described is an easement appurtenant to and running with the land; it shall at all times inure to the benefit of and be binding upon the undersigned, all its grantees and their respective heirs, successors, administrators or assigns, perpetually in full force and effect.

8. Reference in the respective deeds or conveyances, or any mortgage or trust deed or other evidence of obligation to the rights, easements, covenants and restrictions herein described shall be sufficient to create and reserve such rights easements, covenants and restrictions to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said rights, easements, covenants and restrictions were fully recited and set forth in their entirety in such document.

IN WITNESS WHEREOF, GEORGE P. O'CONNELL, President, and M. C. O'CONNELL, Secretary, of J. F. O'CONNELL, INC. have signed, sealed and delivered these presents on the 21st day of September, 1992.

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J. F. O'CONNELL, INC.

By: George P. O'Connell
GEORGE P. O'CONNELL, President

By: M. C. O'Connell
M. C. O'CONNELL, Secretary

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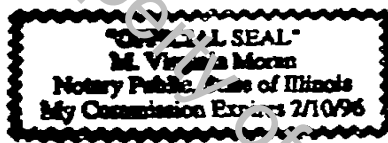
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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, M. Virginia Moran, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GEORGE P. O'CONNELL, President, and M. C. O'CONNELL, Secretary, of J. F. O'CONNELL, INC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of September, 1992.



M. Virginia Moran
NOTARY PUBLIC

P.T.I.#18-04-111-048

Commonly known as: 31 and 33 North Madison, LaGrange, Illinois

PREPARED BY & MAIL TO:

MATHIAS M. MATTERN
Attorney at Law
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Chicago, IL 60655

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