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PARTY WALL AGREEMENT

THIS PARTY WALL AGREEMENT is made as of this 6th day of February, 1992, by LaSalle National Trust, N.A., as Successor Trustee to LaSalle National Bank, as Trustee under Trust Agreement dated October 9, 1990 and known as Trust Number 115914 ("Owner").

. DEPT-11 RECORD.Y 437.00

W I T N E S S E T H : . T47777 TRAN 1980 04/24/92 11:13:00
. #5166 : G # - 92 - 277785

COOK COUNTY RECORDER

WHEREAS, Owner is the owner in fee simple of certain real property commonly known as 97 Linden, Glencoe, Illinois, and legally described on Exhibit A attached hereto and made a part hereof (each property legally described on Exhibit A being hereinafter referred to individually as a "Parcel" and collectively as the "Parcel(s)");

WHEREAS, Owner intends to develop each Parcel with a townhome ("Townhome") to be sold to third parties in fee simple (the "Townhome Owners");

WHEREAS, each Townhome will share a common wall with another Townhome (the "Party Wall"); and

WHEREAS, Owner desires to provide for the proper use and maintenance of the Party Walls and to subject the Parcels to certain restrictions for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Parcels.

NOW, THEREFORE, Owner hereby declares that the Parcels shall be held, conveyed, occupied and encumbered subject to the rights, covenants and restrictions hereinafter set forth, each and all of which shall, with respect to the Parcels, attach to and constitute covenants running with the land.

1. Party Walls. (a) Each Party Wall which is built as part of the original construction of the Townhomes and placed on the dividing line between the Townhomes and/or serves two or more Townhomes shall constitute a Party Wall and, to the extent not inconsistent with the provisions of this Agreements, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair, maintenance and replacement of a Party Wall shall be shared equally by the Townhome Owners who make use of the Party Wall, except that the entire cost of repairing damage caused by the negligence or willful act or omission of one Townhome Owner shall be paid for by that Townhome Owner.

(c) If a Party Wall is destroyed or damaged by fire or other casualty, any Townhome Owner who has used the Party Wall may restore it, and the other Townhome Owner who shared the use of the

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If within 30 business days after submission of all required information the Townhome Owners fail either to approve or disapprove of the proposals or to suggest changes therein, the Townhome Owners shall be conclusively presumed to have approved the proposals as submitted. The Townhome Owners shall notify the

The Townhome Owners will not approve the plans and specifications for a proposed improvement or alteration unless the Townhome Owners, in their sole discretion, deem the proposed improvement or alteration to be consistent with other approved improvements for the parcels and with high quality standards of design and construction.

(a) Except for improvements heretofore or hereafter constructed or placed upon any parcel (the "Improvements") by owner, no improvement shall be constructed or placed on any parcel, nor shall any change in the exterior appearance of any improvement, landscaping or in the grading or drainage pattern of any parcel (an "Alteration") be made, without, in each case, the prior written approval of all of the Townhome Owners. The Townhome Owners may require as a condition for their approval compliance with such reasonable conditions as they may determine are appropriate to insure that the proposed improvements or alterations are reasonably compatible with the appearance and quality of the heretofore approved improvements and that proposed landscaping and drainage are acceptable to the Townhome Owners in their discretion. The Townhome Owners seeking approval shall submit preliminary plans and specifications for any proposed improvements or alterations showing, among other things, the location of the improvements or alterations within the parcel. Schematic architectural and engineering plans, landscape drawings and such other information as the Townhome Owners may reasonably require shall also be furnished and shall disclose, among other things, elevations of all improvements, construction materials, aesthetic treatment of exterior surfaces, including exterior architectural design and decor, and other like pertinent data.

2. Architectural Control.

(e) The right of any Townhome Owner to contribution from any other Townhome Owner under this Section shall be apportioned to the land and shall pass to such Townhome Owner's successors in title.

(d) Notwithstanding any other provisions of this Section, a Townhome Owner who by negligence or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Party Wall shall contribute to the cost of restoration thereof equally without prejudice, subject, however, to the right of any such Townhome Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

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Each Townhome Owner, at his sole cost and expense, shall maintain, repair and replace the interior and exterior of his Parcel and the Improvements therein, keeping the same slightly and in good condition and repair, including, without limitation, all painting, staining, retinting, maintenance, repair, replacement and tuckpointing of the exterior surfaces and structural components of the dwellings and garages, including, without limiting the

3. Maintenance of the Parcels.

(d) Any waiver by the Townhome Owners in one or more instances of the provisions and requirements contained in this Section 2 shall not be deemed to be a waiver by the Townhome Owners of their rights to enforce such provisions and requirements thereafter, no matter how many waivers may have been granted previously.

(c) Except as installed heretofore or hereafter by owner, no outdoor television antenna shall be installed on any improvement without the consent of the Townhome Owners, which consent shall not be unreasonably withheld. An outdoor television antenna and other components of a community antenna television service system may be affixed to or placed upon any improvement only with the written consent of the Townhome Owners.

To the extent that commencement or completion is rendered impossible or would result in great hardship due to strikes, casualty, shortage of material, national emergencies or forces beyond the control of the Townhome Owner, the commencement or completion date, as the case may be, shall be extended by the Townhome Owners for a period corresponding to the duration of such delay-causing event.

construction of any Alteration or Improvement shall be completed within four years after approval of the plans therefor (or such longer period as the Townhome Owners may permit).

(b) If, within two years (or such longer period as the Townhome Owners may permit) from the date of approval, work on the Improvements or Alterations shall not have been substantially commenced, or if commenced, construction shall not, in the Townhome Owners' reasonable judgment, have been prosecuted with due diligence, then any prior approval of such work shall be deemed withdrawn, automatically, and without any further act by the Townhome Owners or any other party. In that event, such Townhome Owner shall not commence or continue, as the case may be, construction of the Improvements or Alterations without further written approval by the Townhome Owners obtained in the manner of the initial approval and shall, at the option of the Townhome Owners, restore the Parcel to a condition similar to such Parcel's condition prior to such approval.

affected Townhome Owner of any disapproval and in such notice shall set forth in reasonable detail the reasons for such disapproval.

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9. Trustee Liability. It is expressly understood, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements of Owner are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by Owner for the purpose or with the intention of binding Owner personally, but are made and intended for the purpose of binding only those portions of the trust property legally described on Exhibit A and this instrument is executed and delivered by Owner not in its own right, but solely in the exercise of the powers conferred upon it as Trustee under the aforesaid Trust, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Lathale National Trust, N.A. or against any of the beneficiaries under said Trust Agreement, on account of this Agreement or on account of any representation, covenant, undertaking or agreement of the said Trustee contained in this Agreement, either expressed or implied, all such personal liability, if any, being expressly waived and released.

8. Binding Effect. The rights and the covenants herein imposed, together with the obligations herein imposed, are perpetual and run with the land and all the provisions of this Agreement, to the extent provided herein, including the benefits and burdens, are binding upon and inure to the benefit of the Townhome Owners and Owner, their respective beneficiaries, grantees, successors, assigns, mortgagees, tenants, occupants and any person or persons claiming under or through any of them.

7. Construction. The provisions of this Agreement shall be liberally construed to effectuate its purposes.

6. Repealability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement and all of the terms hereof are hereby declared to be severable.

5. Amendments. This Agreement may be amended by an instrument in writing setting forth such amendment, signed and acknowledged by a majority of the Townhome Owners.

4. Notices. Notices required or permitted to be given to any Townhome Owner may be delivered to such Townhome Owner either personally or by certified or registered mail with proper postage prepaid, addressed to such party, at the last address of such party, and shall be effective, in the case of personal delivery, upon such delivery, and in the case of mailing, as of the date of mailing.

generality of the foregoing, all roots, sittings, outer walls, shutters, gutters and downspouts of the dwellings and garages, all screens, doors and glass surfaces and window washing and repair.

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This instrument is executed by LASALLE NATIONAL TRUST, N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and the terms, provisions, covenants, conditions and obligations to be performed hereunder, shall be governed by the laws of the State of New York, and not by the laws of any other jurisdiction. The Trustee shall be bound to perform its duties and obligations hereunder in accordance with the provisions, covenants, conditions and obligations to be performed hereunder, and shall be liable for the same as if it were a Trustee, as provided in the instrument, and shall be bound to perform its duties and obligations hereunder in accordance with the provisions, covenants, conditions and obligations to be performed hereunder, and shall be liable for the same as if it were a Trustee, as provided in the instrument.



PIN: 05-17-108-027
05-17-108-028
05-17-108-029

Property Address:
97 Linden
Glencoe, Illinois

This instrument prepared by
and after recording return to:
Marc & Joseph
D'Ancone & Pflaum
30 N. LaSalle Street
Suite 2900
Chicago, IL 60602

By: [Signature]
Lasalle National Trust, N.A.,
as Trustee aforesaid
Its: Assistant Vice President

[Signature]
ATTORNEY AT LAW

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date of first above written.

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My Commission Expires: _____

Notary Public

[Handwritten Signature]



1992

GIVEN under my hand and notarial seal this 18th day of February

purposes therein set forth.

free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth. this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the and Assistant Secretary, respectively, appeared before me

names are subscribed to the foregoing instrument as such Assistant Vice President of the state aforesaid, DO HEREBY CERTIFY that NANCY A. STACK, Assistant Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President

COUNTY OF LAKE

SS:

STATE OF ILLINOIS

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2011/11/18

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[Signature]
ATTEST:

By: *[Signature]*
Devon Bank
MORTGAGEE:

IN WITNESS WHEREOF, Devon Bank, as mortgagee as aforesaid, has caused its corporate seal to be affixed hereunder and has caused its name to be signed to these presents by its Vice Pres. and attested to by its Asst. Vice Pres., this 10th day of July, 1992.

Devon Bank, as Mortgagee pursuant to a certain Mortgage dated October 25, 1990 and recorded in the Office of Cook County, Illinois on November 21, 1990 as Document No. 90570617 and filed with the Registrar of Titles on November 21, 1990, as Document Number LR3927744 (the "Mortgage"), does hereby consent to the recording of the foregoing Party Wall Agreement (the "Agreement") made by Lasalle National Trust, N.A., as Successor Trustee to Lasalle National Bank, as Trustee under Trust Agreement dated October 9, 1990 and known as Trust No. 115914, and agrees that the lien of the aforesaid Mortgage shall be subject to the provisions of the Agreement.

CONSENT OF MORTGAGEE

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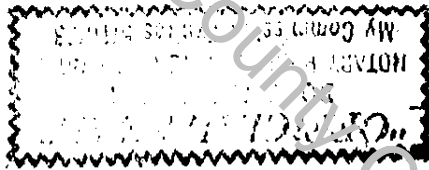
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My Commission Expires

Notary Public

Ruth Yunker

GIVEN under my hand and notarial seal this 6th day of July, 1911.

I, RUTH YUNKER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ARMSTRONG, ASST. VICE PRESIDENT, KIMBARK, VICE PRESIDENT, of Devon Bank, and ASSOCIATES, thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF LAKE)
SS:)
RUTH YUNKER)

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TAKEN AS TRACT
 That part of Lots 12 and 13 in Block 33, in Chicago North Shore Land Company's Subdivision, in Sections 17 and 18, Township 42 North, Range 13, East of the Third Principal Meridian, described as follows: commencing at the Northwest Corner of said Lot 12, thence Southeastery along the Southwestery line of said lots, 53.16 feet to the center line of a party wall and its extensions and the point of beginning, thence continuing Southeastery, along said Southwestery line of said lots, 36.84 feet to a point 40 feet Southeastery of the Northwest corner of aforesaid Lot 13, thence Northeastery along a line forming an angle of 90 degrees, with the prolongation of the last described line, 104.30 feet to the Westerly line of Green Bay Road, thence Northerly along said Westerly line, 43.77 feet to the center line of a party wall and its extension, thence Southwestery along said center line and its extension, 12.93 feet to the point of beginning, all in Cook County Illinois.

Parcel 3

That part of Lot 12 in Block 33, in Chicago North Shore Land Company's Subdivision, in Sections 17 and 18, Township 42 North, Range 13, East of the Third Principal Meridian, described as follows: commencing at the Northwest Corner of said Lot 12, thence Southeastery along the Southwestery line of said Lot 12, 32.22 feet to the center line of a party wall and its extensions and the point of beginning, thence continuing Southeastery, along said Southwestery line of Lot 12, 20.94 feet to center line of a party wall and its extension, thence Northeastery along said center line and its extension, 127.93 feet to the Westerly line of Green Bay Road, thence Northerly along said Westerly line, 24.88 feet to the center line of a party wall and its extension, thence Southwestery along the center line of said party wall and its extension, 141.36 feet to the point of beginning, all in Cook County Illinois.

Parcel 2

That part of Lot 12 in Block 33, in Chicago North Shore Land Company's Subdivision, in Sections 17 and 18, Township 42 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at the Northwest Corner of said Lot 12, thence Southeastery along the Southwestery line of said Lot 12, 32.22 feet more or less to the center line of a party wall and its extension, thence Northeastery along the center line of a party wall and its extension 141.36 feet to the Westerly line of Green Bay Road, thence Northerly along said Westerly line 15.59 feet to the Northeast Corner of said Lot 12, thence Westerly along said North line, 35.37 feet to a bend in said North line, thence Southwestery along said North line 120.01 feet to the point of beginning, all in Cook County Illinois.

Parcel 1

XXXXXXXXXX

EXHIBIT A

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