

Handwritten notes on the left margin: "H/c", "JLD", "ON7", "341", "7752927", "55281086", "7752927", "2862927", "20747", "CIT-788".

DECLARATION OF GARAGE EASEMENT

THIS DECLARATION is made and entered into as of this 12th day of August, 1998, by Belmont-Lakewood, L.L.C., an Illinois limited liability company (herein "Belmont") and Jeffrey Kane and Melissa Kane, his wife, (herein "Kane").

WHEREAS, Belmont is the Owner in fee simple of the following property legally described as follows:

The East 97.30 feet of Lots 20, 21, 22, 23, 24 and 25 in Block 4 in William J. Gaudy's Subdivision of that part of the Southwest Quarter of the Southwest Quarter of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; and commonly known as 1316-22 West Belmont, Chicago, Illinois; (herein "1322 Parcel")

Part of Permanent Index Number: 14-20-330-036-0000 and all of Permanent Index Numbers 14-20-330-037-0000; 14-20-330-038-0000, and 14-20-330-039-0000

WHEREAS, Kane is the Owner of the property legally described on Exhibit "A" attached hereto and made a part hereof (herein the "Kane Property"); and

WHEREAS, pursuant to Section 5 of Article III of the Declaration of Condominium recorded as Document number 98-718510, the Owner of Unit 1328-2 has the right to construct and maintain a garage on the Limited Common Element Parking Space appurtenant to said unit; and

WHEREAS, there currently exists a one-story two car garage (herein, the "Garage") located primarily within the South 20.55 feet of the North 38.53 feet of the east 8.79 feet of the Kane Property and the South 20.55 feet of the North 38.63 feet of the west 8.79 feet of the 1322 Parcel; and

WHEREAS, the parties hereto have agreed that the east half of the Garage shall be for the benefit of Belmont and its successors and assigns and the west half of the Garage shall be for Kane and their heirs, successors and assigns; and

WHEREAS, the parties hereto desire to declare and establish for themselves and for their successors,

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heirs, representatives and assigns the easements, rights and obligations hereinafter stated so that the Garage may be used, maintained and repaired jointly by the parties hereto:

NOW THEREFORE, the parties hereto hereby declare that the Garage shall hereafter be held, transferred, sold, conveyed, used, mortgaged and encumbered subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with the land and be binding on all parties having any interest in the 1322 Parcel or the Kane Property, or any parts thereof, and shall inure to the benefit of each owner thereof.

The parties hereto further agree as follows:

1. The recitals stated above are hereby incorporated herein by this reference.
2. The parties hereto, and their heirs, successors and assigns, shall have the right to use and the obligation to maintain in good repair their respective halves of the Garage for so long as either of them desires.
3. Any failure to properly maintain the Garage as set forth herein by one party shall create a right of action in favor of the other party, and its successors and assigns, to enforce the obligations and duties imposed herein.
4. Neither of the parties hereto, their successors or assigns, may use the Garage in any manner which will materially interfere with the use and enjoyment thereof by the other.
5. Any and all costs and expenses for the maintenance and preservation of the Garage, in good condition and repair, shall be borne jointly by the parties hereto, and their heirs, successors and assigns in equal shares.
6. Any maintenance, repair or removal done hereunder shall be performed timely and in a good and workmanlike manner. The decision to perform any maintenance, repair or removal shall be made jointly, and the cost shall be shared equally, or as the parties otherwise agree.
7. Each party hereunder is licensed by the other upon reasonable notice and proof of need to enter upon the other party's premises for the limited and express purpose of repairing and maintaining the Garage as hereinabove required.
8. This Agreement shall terminate at such time as the Garage is removed, or demolished, or at such time as the garage is damaged and the cost of repair exceeds 80% of the cost of replacement.
9. The benefits and the burdens of the covenants herein contained shall annex to and be construed as covenants running with the aforesaid properties herein described and shall bind the respective parties hereto and their respective heirs, legal representatives, successors and assigns. Nothing herein contained however shall be construed to be a conveyance by either party of his or its respective rights in the fee of the real estate on which the Garage stands.
10. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to neglect or wilful acts or omissions shall apply

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hereto.

11. No covenant, restriction, condition, obligation, or provision contained in this Declaration shall be deemed to be abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12. Each Grantee of the parties hereto and each subsequent Grantee, by the acceptance of a Deed of conveyance, and each Purchaser under any contract for such deed of conveyance, accepts said deed or contract subject to all restrictions, conditions, covenants, easements, reservations, liens and charges and the jurisdiction, rights and powers created are reserved by this Declaration and shall be deemed to have agreed to perform all undertakings and to be bound by all agreements and covenants imposed on him or it by this Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having any interest or estate in the property at any time, and shall inure to the benefit of such grantee or purchaser in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

13. In any event, any violation on the part of either party or his or its successors and assigns of any of the restrictions, covenants, terms or conditions of this Declaration to be kept, observed or performed by him or it and which will or is likely to result in damages which are irreparable or impossible of ascertainment, then any other owner is hereby granted the right to prevent or remedy any such threatened or actual violation on the part of any owner or further continuation of any such violation, as the case may be, by means of injunction proceedings or other legal or equitable remedies. The various rights and remedies herein granted shall be in addition to all other rights and remedies which may be available. All said rights and remedies may be exercised either concurrently or consecutively or partly concurrently or partly consecutively, as the case may be.

14. In the event that it becomes necessary to enforce the terms of this Declaration in a court of law, or in equity, then the prevailing party shall be entitled to a judgment including reasonable attorneys' fees and costs. Further, any judgment may be secured by a mechanic's lien on the property of the non-prevailing party.

15. If any term, provision, covenant, easement, agreement or condition in this Declaration shall be or be held invalid, whether in general or as to any particular situation or circumstance, the remainder of this Declaration and applicability to any other situation or circumstance, as the case may be, shall not be invalidated or terminated thereby but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, easement, agreement or condition had never been.

16. If any of the covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last of the now living lawful descendants of Richard M. Daley, Mayor of the City of Chicago, and Albert M. Gore, Vice President of the United States of America.

17. As used in this Declaration, the masculine shall mean the feminine or neuter and singular shall mean plural where the context requires to preserve the meaning of the appropriate provision.

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18. Anything herein to the contrary notwithstanding, nothing contained herein shall be construed to supersede any ordinance of the City of Chicago, Illinois affecting the 1322 Parcel or the Kane Property or any portion thereof.

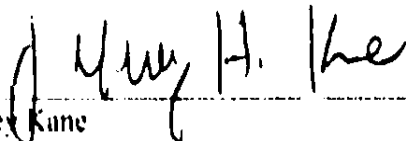
19. This Agreement shall be construed in conformity with the laws of the State of Illinois and in accordance with the usage in the State of Illinois regarding party walls.

20. This Agreement contains all the terms, conditions and covenants relating to the Garage and no modifications, waivers, variations, or releases of duties and obligations under this Agreement shall be binding unless made in writing and signed by the then legal owners of the Kane Property and the 1322 Parcel;

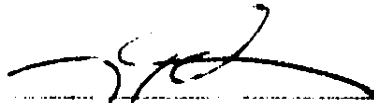
21. Any notice required or desired to be served under the provisions of this Declaration to any owner shall be deemed to have been properly delivered three (3) days after deposited in the U.S. Mail, postage prepaid, directed to the last known person who appears as the owner or tax assessee of the respective property, at the last known address for each such person which is publicly listed with a copy of said notice being posted at the property.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the date hereinabove first above written.


BELMONT-LAKEWOOD, L.L.C.



Jeffrey Kane

By: 

Barry B. Kreisler, Manager



Melissa Kane

The 1326-28 Belmont Condominium Association hereby consents to the within Declaration of Garage Easement.

1326-28 Belmont Condominium Association
By: Belmont-Lakewood, L.L.C.

By: 

Barry B. Kreisler, Manager

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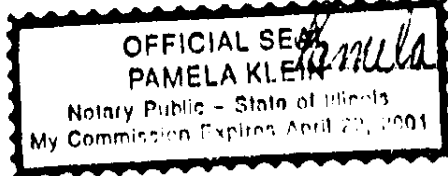
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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

98808626

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that Barry B. Kreisler as Manager of Belmont-Lakewood, L.L.C., an Illinois limited liability company, 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 said instrument as his free and voluntary act, for the purposes therein set forth.

GIVEN under my hand and seal, this 12th day of August, 1998.



Pamela Klein

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the said County, in the State aforesaid, do hereby certify that Jeffrey Kane and Melissa Kane, 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 his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 12th day of August, 1998.



Joseph J. Kennedy

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

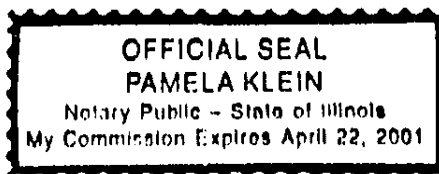
I, THE UNDERSIGNED, A Notary Public, in and for said County and State, do hereby certify that Barry B. Kreisler as Manager of Belmont-Lakewood, L.L.C., an Illinois limited liability company, as Developer of the 1326-28 Belmont Condominium, on behalf of the 1326-28 Belmont Condominium Association, personally 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 said instrument as his free and voluntary act and as the free and voluntary act of the 1326-28 Belmont Condominium Association, for the purposes therein set forth.

GIVEN under my hand and seal, this 12th day of August, 1998.

Pamela Klein

NOTARY PUBLIC

Prepared by and after recording, please mail to:
Robert W. Matanky, Esq.
Kreisler and Matanky
1332 North Halsted Street, Suite 300
Chicago, IL 60622



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EXHIBIT "A"
LEGAL DESCRIPTION

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PARCEL 1:

UNIT 1328-2 IN 1326-28 BELMONT CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 20, 21, 22, 23, 24 AND 25 (EXCEPT THE EAST 97.30 FEET OF SAID LOTS) IN BLOCK 4, IN WILLIAM J. GOUDY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 98718510 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE RIGHT TO THE RESTRICTED USE OF THE PARKING SPACE, LIMITED COMMON ELEMENT ASSIGNED TO THE CONDOMINIUM UNIT DESCRIBED IN PARCEL 1, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID.

commonly known as: Unit 1328-2, 1328 W. Belmont, Chicago, IL 60657

Part of Permanent Index No.: 14-20-237-035-0000 and 14-20-330-036-0000

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