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Cook County Recorder 39.00



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THIS DOCUMENT WAS PREPARED BY
AND MAIL TO:

GERARD D. HADERLEIN
3413 NORTH LINCOLN AVENUE
CHICAGO, IL 60657
(773) 472-2888

**DECLARATION OF PARTY WALL RIGHTS, COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS**

THIS DECLARATION of Party Wall Rights, Covenants, Conditions, Easements and Restrictions (the "Declaration") made this 23 day of MARCH, 2000, by CENTER POINT DEVELOPMENT, L.L.C., ("Declarant").

RECITALS

- A. Declarant, CENTER POINT DEVELOPMENT, L.L.C., is the record owner of certain real estate in the City of Chicago, County of Cook, State of Illinois, which is legally described in Exhibit A attached hereto ("Property").
- B. CENTER POINT DEVELOPMENT, L.L.C. is the Developer herein ("Developer").
- C. The Developer has developed the property described in Exhibit A so that a portion of said property is subject to a certain Declaration of Condominium Ownership and Declaration of Bylaws for the 4050 LINCOLN LOFTS CONDOMINIUMS ASSOCIATION recorded 4-4, 2000 as Document Number 00236009, and a portion of said property is not subject to same.
- D. Declarant desires to define the rights and covenants by and between the noncondominium portion and the condominium portion of the property.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following party wall rights, covenants, conditions, easements and restrictions, all of which shall run with the land and be binding on all parties having or acquiring any rights, title or interest therein or any part thereof, and share inure to the benefit of each Owner thereof.

ARTICLE 1
DEFINITIONS

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The following words when used in this Declaration or in any Supplementary Declaration (as defined herein) shall, unless the context shall prohibit, have the following meanings:

- 1.01 **GROUND LEVEL PROPERTY.** The portion of the Property, depicted on the Survey (hereinafter defined), attached hereto as Exhibit "B".
- 1.02 **CONDOMINIUM PARCEL.** The portion of the Property, depicted on the Plat (hereinafter defined), attached hereto as Exhibit "C".
- 1.03 **DECLARANT.** CENTER POINT DEVELOPMENT, L.L.C.
- 1.04 **DEVELOPER.** CENTER POINT DEVELOPMENT, L.L.C.
- 1.05 **FIRST MORTGAGEE.** A bona fide lender holding a validly recorded mortgage or trust deed on a lot which mortgage or trust deed was recorded prior in time to all other mortgages or trust deeds against said lot.
- 1.06 **UNIT.** A part of the property designated and intended for any type of independent use.
- 1.07 **OWNER.** The record owner, whether one or more persons, individuals or entities, of a fee-simple title to any Unit, including contract sellers having such interest merely as security for the performance of any obligations.
- 1.08 **PARTY WALL.** Each wall built as part of the original construction of the Units upon the Property and placed on the vertical or horizontal dividing line between the Units and/or serves two or more Units.
- 1.09 **PLAT.** The Plat, recorded in the Office of the Recorder of Cook County, Illinois, depicting the Condominium Parcel affecting the Property.
- 1.10 **PROPERTY.** The real estate described in Exhibit "A" attached hereto.
- 1.11 **SURVEY.** The Survey, depicting the ground level property portion of the Property.

ARTICLE 2
EASEMENTS AND PROPERTY RIGHTS

2.01 **MUNICIPAL SERVICE EASEMENTS.** Declarant hereby grants a perpetual non-exclusive easement to the City of Chicago over the Property to enforce all applicable laws, ordinances and regulations and for the purpose of providing police and fire protection and such other municipal services as the Owners may request and the City of Chicago may agree to furnish.

2.02 RECIPROCAL EASEMENTS. The owners of each Unit grant the owners of the remaining Units any and all necessary easements for existing utilities including but not limited to water, sewer, gas electricity, cable TV and refuse containers.

2.03 IMPLIED EASEMENTS. Declarant hereby acknowledges that, due to the length and complexity of this Declaration, certain omissions may have occurred in connection with the grants of various easements including, but not limited to, those for access, ingress and egress, use and enjoyment, utilities, light and air, support and maintenance. Declarant therefor hereby grants any easement omitted herein which easement is reasonably implied from and by the provisions and scheme of this Declaration and is reasonably necessary for the purpose of furthering the beneficial purposes and intentions of Declarant as expressed in this Declaration.

2.04 ENCROACHMENTS. In the event that (i) by reason of the construction, repair, reconstruction, settlement or shifting of the Building, any part of the ground level property encroaches or shall hereafter encroach upon any part of the ground level property or any part of the ground level property encroaches or shall hereafter encroach upon any part of the ground level property, or by reason of the design or construction of any utility, heating, cooling or ventilating systems, any pipes, ducts, flues, shafts, or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of the other Property, then in any such case valid easements for the maintenance of such encroachment and for such use of the Property are hereby established and shall exist for the benefit of such Property, as the case may be; provided, however, in no event shall a valid easement for any encroachment or use of the property be created in favor of any party if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Owners.

2.04 EASEMENTS FOR UTILITIES. An eritech Company, Commonwealth Edison Company, Peoples Gas Company, and all other suppliers of utilities serving the Property are hereby granted to right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment in, to, over, under, along and on any portion of the exterior of the Property for the purpose of providing all parts of the property with utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Declarant may hereafter grant other or additional easements for utility purposes for the benefit of the Property over, under, along and on any portion of the exterior of the Property and each Unit Owner and other Person having at any time any interest in the Property hereby grants to the Declarant an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner and other persons such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to the Declarant, the Developer, the Owner of the ground level property and the Condominium Parcel, collectively the Owners of the Property, the Board and their respective representatives, employees, and contractors to enter and work in any Unit to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, flues, shafts, conduits, public utility lines, components of the communications systems, if any, or structural components, which may run through or in the floor, ceiling or walls of or in a Unit.

2.06 SIGN EASEMENT. The Owner of the ground level property shall be allowed the sole right to place a sign on the east wall of the building, without payment of rent, in perpetuity. The sign shall be reasonable in size and professionally designed. The Owner of the ground level property shall be responsible for all costs associated with the sign and shall indemnify and hold the Condominium Owners harmless from any and all costs or claims of any nature arising out of the placement of the aforesaid sign.

2.07 EASEMENT FOR ACCESS. The Owner of the ground level property shall have a valid easement, for pedestrian ingress and egress for the purpose of reasonably accessing the existing alley adjacent to the Property over the Common Elements and Limited Common Elements, marked , of the Condominium Parcel, depicted on the Plat, attached hereto as Exhibit "B".

2.08 EASEMENTS RESERVED BY THE DECLARANT AND DEVELOPER. The Declarant and Developer and each of their agents, employees, contractors, guests, invites and licensees shall have the right and easement at all times to use the Property (i) to perform any construction, maintenance, repair renovation, restoration or rehabilitation of, in or under all or any part of the Property which the Declarant or Developer desires to perform, (ii) for the purpose of selling, displaying or having ingress to and egress from one or more of the Units, and (iii) for the purpose of erecting, maintaining and displaying one or more of the signs desired by Developer. Nothing in this Declaration shall in any way affect, alter, modify, amend or terminate any Declaration of Easement signed by the Declarant and recorded prior to the recording of this Declaration.

2.09 AGREEMENT FOR GRANT OF EASEMENTS. In the event, at any time after the recording of this Declaration, the Declarant, Developer or Owners shall deem it necessary to do so, the Declarant, Developer or Owners may (i) reserve or grant easements for the benefit of the Property in, over, under, to and across the Property for the installation, construction and maintenance of any and all public and private utility conduits, wires, ducts, pipes, cables and other lines, and all associated equipment for the provision of utilities services for the Property, including without limitation, those for the transmission and distribution of water, electricity, gas, telephone, sewage, drainage, cable or satellite television, and (ii) dedicate any unimproved portion of the Property to any public or quasi-public utility or to any governmental authority for the installation, construction and maintenance of any such utilities. For so long as Declarant owns a Unit subject to the terms hereof, Developer shall have the right to connect to all utilities serving the Property.

2.10 EASEMENTS TO RUN WITH THE LAND. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors or assigns, and any Owner, purchaser, mortgagee or other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of the Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, or trustees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

2.11 NO DEDICATION TO PUBLIC USE. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Property to or for any public use or purpose whatsoever.

ARTICLE 3 PARTY WALLS

3.01 APPLICABLE LAW. Each wall which is built as a part of the original construction of the Units upon the Property and placed on the dividing line between the Units and/or serves two or more Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, 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.

3.02 COST OF REPAIR, MAINTENANCE AND REPLACEMENT. The cost of reasonable repair, maintenance and replacement of a party wall shall be shared equally by the Owners who make use of the wall, except that the entire cost of repairing damage caused by the negligence or willful act or omission of one Owner shall be paid for by such Owner.

3.03 DAMAGE OR DESTRUCTION. If a party wall is destroyed or damaged by fire or other casualty any Owner whose Unit is served by such wall may restore it, and the other Owners who shared the use of such wall shall promptly contribute to the cost of restoration thereof equally without prejudice, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

3.04 EXPOSURE TO ELEMENTS. Notwithstanding any other provisions of this Article, an 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.

3.05 RIGHT OF CONTRIBUTION. The right of any Owner to reasonable contribution for any common expenses from any other Owner, including the 4050 LINCOLN LOFTS CONDOMINIUMS ASSOCIATION under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE 4 GENERAL PROVISIONS

4.01 SEVERABILITY. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions or covenants and the application thereof shall remain unaffected to the extent permitted by law.

4.02 TITLE IN LAND TRUST. In the event title to any Unit is conveyed to a title-holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit.

4.03 AMENDMENT. Except as provided herein, the provisions of this Declaration may be amended by an instrument executed by Owners of not less than ONE HUNDRED PERCENT (100%) of the Units then subject to the provisions of this Declaration. Notwithstanding the foregoing, the Developer reserves the right from time to time as long as Declarant owns a Unit subject to the terms hereof, to amend this Declaration in

such manner as may be necessary to correct clerical errors in this declaration or as may be required by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such organizations, or any institutional lender issuing a commitment to make first mortgage loans covering Twenty Percent (20%) or more of the Units located in the Property; provided that no such amendment by the Developer shall reduce the rights of any mortgagee with respect to any first mortgage on a Unit recorded prior to such amendment, without such first mortgagee's written consent. As long as the Developer owns a Unit, Developer shall have the right to modify or amend this Declaration so long as such modifications and amendments shall not materially impair the rights of Owners. If furtherance of the foregoing reservation by Developer, a power coupled with an interest is hereby granted to the Declarant and the Developer, and each of them singly, as attorney-in-fact, to so amend this declaration and each deed, mortgage, or other instrument with respect to a Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to each of said attorneys-in-fact and shall be deemed to reserve to each of them the power to execute and record such amendments. No amendment shall be effective until recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

4.04 NOTICES. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at the Unit address.

4.05 BINDING EFFECT. The easements created by this Declaration shall be of perpetual duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Unit subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of Thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by the Owners of not less than Eighty Percent (80%) of the Units has been recorded, agreeing to amend said covenants and restrictions in whole or in part.

4.06 SUCCESSORS AND PREDECESSORS OF DECLARANT OR DEVELOPER. No party exercising rights as Declarant or Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

4.07 SUCCESSORS AND ASSIGNS. This Declaration shall inure to the benefit of and be binding upon the successors and permitted assigns of Declarant, Developer and all persons which may have or hereafter obtain any interest in the Property.

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IN WITNESS WHEREOF, the said Declarant has caused its seal to be affixed hereunto and has caused its name to be signed to these presents this 23 day of MARCH, 2000.

CENTER POINT DEVELOPMENT, L.L.C., an Illinois Limited Liability Company, as Declarant

By: Richard Wineberg by
Its Manager, RICHARD WINEBERG
Gerard D. Haderlein, his attorney in fact

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD WINEBERG, as Manager of CENTER POINT DEVELOPMENT, L.L.C., who is 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 and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.



Ruth Nelson
Notary Public

My Commission expires: _____

* BY GERARD D. HADERLEIN, his attorney in fact

Property of Cook County Clerk's Office

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EXHIBIT "A"

00236010

LOTS 6, 7 AND 8 IN RUDOLPH'S SUBDIVISION OF BLOCKS 10 AND 11 IN W. B. OGDEN'S
SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4046-50 NORTH LINCOLN AVENUE, CHICAGO, IL 60618

P.I.N. 14-18-327-020-0000 AND 14-18-327-021-0000

Property of Cook County Clerk's Office

EXHIBIT "B"

THAT PROPERTY AND SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 16.93 FEET ABOVE CHICAGO CITY DATUM, AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 27.37 FEET ABOVE CHICAGO CITY DATUM WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PARCEL OF LAND: COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 6 IN RUDOLPH'S SUBDIVISION OF BLOCKS 10 AND 11 IN W. B. OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 6, A DISTANCE OF 0.07 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.34 FEET TO THE CORNER OF A FOUR STORY BRICK AND CONCRETE BUILDING, COMMONLY KNOWN AS 4050 NORTH LINCOLN AVENUE; THENCE CONTINUING SOUTHWESTERLY ALONG THE FACE OF SAID BUILDING, A DISTANCE OF 1.73 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.67 FEET TO THE FACE OF AN INTERIOR WALL FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE SAID FACE OF INTERIOR WALL, A DISTANCE OF 60.85 FEET TO THE FACE OF AN INTERIOR WALL; THENCE SOUTHWESTERLY ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 13.33 FEET TO THE FACE OF AN INTERIOR WALL; THENCE NORTHWESTERLY ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 13.16 FEET TO THE CORNER OF AN INTERIOR WALL; THENCE SOUTHWESTERLY ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 11.10 FEET TO THE FACE OF AN INTERIOR WALL; THENCE NORTHWESTERLY ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 47.69 FEET TO THE FACE OF AN INTERIOR WALL; THENCE NORTHEASTERLY ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 24.43 FEET TO THE PLACE OF BEGINNING.

PERMANENT INDEX NUMBERS: 14-18-327-020-0000 AND 14-18-327-021-0000

COMMON ADDRESS: 4050 NORTH LINCOLN AVENUE, CHICAGO, IL 60618

EXHIBIT "C"

UNITS NUMBERS 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 305, 306, 401, 402, 403, 404, 405, 406 AND PARKING UNITS P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, P-11, P-12, P-13, P-14, P-15, P-16, P-17, P-18, P-19, P-20, P-21 IN LINCOLN LOFTS CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 6, 7 AND 8 IN RUDOLPH'S SUBDIVISION OF BLOCKS 10 AND 11 IN W. B. OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

EXCEPTING THEREFROM:

THAT PROPERTY AND SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 16.93 FEET ABOVE CHICAGO CITY DATUM, AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 27.37 FEET ABOVE CHICAGO CITY DATUM WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PARCEL OF LAND: COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 6 IN RUDOLPH'S SUBDIVISION OF BLOCKS 10 AND 11 IN W. B. OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 6, A DISTANCE OF 0.07 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.34 FEET TO THE CORNER OF A FOUR STORY BRICK AND CONCRETE BUILDING, COMMONLY KNOWN AS 4050 NORTH LINCOLN AVENUE; THENCE CONTINUING SOUTHWESTERLY ALONG THE FACE OF SAID BUILDING, A DISTANCE OF 1.73 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.67 FEET TO THE FACE OF AN INTERIOR WALL FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE SAID FACE OF INTERIOR WALL, A DISTANCE OF 60.85 FEET TO THE FACE OF AN INTERIOR WALL, THENCE SOUTHWESTERLY ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 13.33 FEET TO THE FACE OF AN INTERIOR WALL; THENCE NORTHWESTERLY ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 13.16 FEET TO THE CORNER OF AN INTERIOR WALL; THENCE SOUTHWESTERLY ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 11.10 FEET TO THE FACE OF AN INTERIOR WALL; THENCE NORTHWESTERLY ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 47.69 FEET TO THE FACE OF AN INTERIOR WALL; THENCE NORTHEASTERLY ALONG THE FACE OF SAID INTERIOR WALL, A DISTANCE OF 24.43 FEET TO THE PLACE OF BEGINNING; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER _____, TOGETHER WITH ITS UNDIVIDED PERCENTAGE IN THE COMMON ELEMENTS.

PERMANENT INDEX NUMBERS: 14-18-327-020-0000 AND 14-18-327-021-0000

ADDRESS: 4050 NORTH LINCOLN AVENUE, CHICAGO, IL 60618