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This Instrument prepared by and  
mail to: Dranias, Harrington &  
Wilson 77 W. Washington Street  
Suite 1020 Chicago, Illinois 60602



Doc#: 0635526138 Fee: \$472.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 12/21/2006 02:36 PM Pg: 1 of 225

Property addresses: See Attached

PIN: See Attached

Property of Cook County Clerk's Office

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**DECLARATION OF OWNERSHIP  
AND EASEMENTS, RESTRICTIONS AND COVENANTS FOR  
BRIDGEPORT VILLAGE  
AND  
DECLARATION OF BYLAWS FOR  
BRIDGEPORT VILLAGE HOMEOWNERS ASSOCIATION  
AN ILLINOIS NOT-FOR-PROFIT CORPORATION**

THIS DECLARATION made this 31st day of July, 2006 by JS II LLC (hereinafter referred to as "Declarant").

**WITNESSETH:**

**WHEREAS**, Declarant is or has been the title holder of that certain real property situated in the City of Chicago, Cook County, Illinois, legally described in Exhibit "A" attached hereto and incorporated herein and made a part hereof (hereinafter referred to as "Property"); and

**WHEREAS**, the Property consists of residential lots conveyed (subject to the provisions hereof) and to be conveyed to individuals who will be purchasing single family homes that will be constructed thereon by the Declarant, its agents or its contractors; and

**WHEREAS**, the Property also consists of landscape easements over land as hereinafter defined (hereinafter referred to as "Landscape Easements"); open space for public utility, streets, parkways, curbs and permissible Owner enjoyment over Outlots A, B and C; and private alleys as depicted on the Plat of Subdivision attached hereto (hereinafter referred to as "Private Alleys") to be utilized for the purposes indicated; and

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**WHEREAS**, Declarant has or intends to create an Illinois not-for-profit corporation known as the Bridgeport Village Homeowners Association (hereinafter referred to as the "Association"); and

**WHEREAS**, Declarant intends to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Association; and the Owners (as hereinafter defined); and

**WHEREAS**, Declarant has deemed it desirable for the efficient preservation of the values and amenities of the subject development to create the Association for the purpose of maintaining the Landscape Easements, Outlots A, B, and C and Private Alleys, and any improvements thereon, and for administering and enforcing the covenants, conditions and restrictions and for collecting and disbursing the assessments and charges hereinafter created;

**NOW THEREFORE**, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are for the purpose of protecting the value and desirability of, and which shall run with, the property submitted thereto and be binding on and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

## **ARTICLE I** **DEFINITIONS**

1. "Association" shall mean and refer to Bridgeport Village Homeowners Association, a not-for-profit corporation formed under the General Not-for-Profit Corporation Act of the State of Illinois, its successors and assigns. Said corporation shall be the governing body for all of the Owners with respect to the administration, maintenance, repair and replacement of the Landscape Easements, Open space areas, Easements and appurtenant structures (as hereinafter defined) as provided by this Declaration and the By-Laws; and said corporation shall be the legal representative for all matters and claims relating directly or indirectly to matters of common interest relating thereto. A copy of the initial By-Laws of the Association is attached hereto and incorporated herein and made a part hereof as Exhibit "B" and by reference incorporated herein as if fully set forth.

Each Owner shall automatically become and be a member of the Association so long as he continues as an Owner. Upon the termination of the interest of an Owner, his membership shall thereupon automatically terminate and transfer and inure to the new Owner succeeding him in interest.

2. "Bridgeport Village Development" shall mean and refer to the real estate legally described in Exhibit A hereto.

3. "Community Area" shall mean and refer to the real estate depicted as Outlots A, B, C and Private Alleys as delineated on the Plat of Subdivision, which are created to preserve open space and upon which are hereby granted easements for public utility, roads, sidewalks, landscaping, signage, fences, and limited owner enjoyment subject to the rules and regulations of the Association, together with certain Improvements on the Property, the legal title to which is to be owned by the Association, and which is to be maintained by the Association for the benefit of all Owners and the City, as hereinafter defined.

4. "Declarant" shall mean and refer to JS II LLC.

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5. "Declaration" shall mean the within instrument; together with those exhibits which are appended hereto and made a part hereof, and shall include such amendments, if any to the within instrument as may be from time to time adopted pursuant to the terms hereof. The within Declaration may be referred to in any other document as The Bridgeport Village Declaration of Covenants, Conditions and Restrictions.
6. "Developer" shall mean and refer to JS II LLC.
7. "Dwelling Unit" shall mean and refer to a residential housing unit consisting of a group of rooms which are designed or intended for the exclusive use of living quarters for one Family, as constructed upon the Property by Declarant.
8. "Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants, maintaining a common household as a Dwelling Unit.
9. "Improvement" or "Improvements" shall mean and include Dwelling Units, Structures, any and all buildings, driveways, pedestrian walkways, fences, mailboxes, lighting, decks, patios, hedges, lawns, sidewalks, planted trees, shrubs, and all other structures or landscaping improvements of every kind and description.
10. "Landscape Easement" shall mean and refer to the landscape easement and improvements including all appurtenant structures, whether now constructed or to be constructed, in favor of the public and Association, located on Lots and the Community Area, which are to provide for landscaping and which is to be maintained by the Association for the benefit of the Owners and the City, as hereinafter defined. The Landscape Easement shall include the front yard area of each home constructed on a Lot.
11. "Lot" shall mean and refer to a plotted lot designated as such upon any recorded subdivision plat of the Property.
12. "Public Utility Easements" shall mean and refer to the public utility, storm drainage and Community area easements over portions of the Subdivision and Re-Subdivision.
13. "Owner" shall mean and refer to the record owner, whether (1 or more persons or entities,) of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation. Declarant shall, as long as it owns Lots, be an Owner.
14. "Property" shall mean and refer to the Bridgeport Village Subdivision and Re-Subdivision as legally described in Exhibit "A" appended hereto and made a part hereof.
15. "Private Alleys": shall mean and refer to those private alleys as delineated on the Plat of Subdivision, a copy of which is attached hereto.
16. "Structure" shall mean any building or other Improvement erected or constructed the use of which require more or less permanent location on or in the ground or attached to something having a permanent location on or in the ground.
17. "Turnover Date" shall refer to the date that Declarant relinquishes control of the Association.

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18. "City" shall mean and refer to the City of Chicago, an Illinois municipal corporation, its successors and assigns.

**ARTICLE II**  
**PROPERTY RIGHTS**

**1. Easements in Favor of the City of Chicago.** The duly designated officials, employees and agents of the City of Chicago and of other governmental bodies having jurisdiction over the Property, shall have a non-exclusive easement to enter upon, on and over the Lots, Landscape Easements, Outlots A, B and C and Private Alleys, and any Lots encumbered by said respective easements in accordance with the covenants stated in the Plat of Subdivision for the purposes of maintaining any electrical, drainage, structural or utility systems (whether or not such systems are owned by the City) and enforcing the applicable health, fire, building and safety ordinances, codes, rules and regulations of the said City and other governmental bodies and to correct or eliminate nuisances or violations resulting from the failure to exercise maintenance responsibilities by either the Association or an Owner.

**2. Association's and Declarant's Easements.** The Association shall have a non-exclusive easement for ingress and egress in and all lots identified on the Plat of Subdivision and any Lots encumbered thereby for the purpose of maintaining the drainage and utility systems and other amenities or structures thereon and to insure that the landscaping is maintained, repaired and replaced as appropriate, and to assist, or act on behalf of, the City as appropriate in connection with the easements granted to said City, all of which shall be a "Common Expense", as hereinafter defined. The Association shall also insure that no Owner has altered the design grades affecting said easements nor otherwise obstructed the design patterns established by final engineering plans for the Subdivision which have been approved by the City. In addition, the Association shall have a non-exclusive easement in and on the front yard area of each Lot for the purpose of installing and maintaining the landscaping in the front yard area of each home constructed on each Lot and all other landscaped areas contained in the Community Area (the "Landscape Easement"). The Association shall have the exclusive right to determine the type of landscaping to be installed and maintained in the Landscape Easement without interference by the individual owner of each Lot.

During the period of construction and/or marketing of the Property, and as long as Declarant owns any Lots, Declarant shall have the right of ingress and egress, and the right to install or construct any improvements, over, across and through any part of the Property, including Outlots A, B and C and Private Alleys. All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of its grantees and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Reference in any deed, mortgage; trust deed or any other recorded documents to the easements, restrictions and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully restated, and set forth in their entirety in said documents.

The Declarant shall construct, maintain and repair, the Landscape Easement, Outlots A, B and C and Private Alleys from assessments collected at the closing of the Lots for the benefit of the Association until said time as it relinquishes control of the Association.

**3. Owner's Rights.** The Owners shall have non-exclusive licenses to utilize areas owned by the Association subject to such reasonable rules and regulations as shall be duly established by the Association from time to time.

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## ARTICLE III MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of any Lot which is subject to assessment, in whole or in part, shall automatically be a member of the Association and shall remain such so long as he remains an Owner. Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such Voting Members shall be the Owner or one (designated by majority agreement) of the group composed of all the Unit Owners of a Unit Ownership. There is majority agreement if any one of the multiple owners cast the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. Such voting member may be some person designated by such unit owners to act as proxy on his or their behalf and who need not be a Unit Owner. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or Unit Owners. A proxy shall be invalid after 11 months from the date of its execution, unless otherwise provided in the proxy, and every proxy must bear the date of execution. Any or all Unit Owners of a Unit Ownership,

## ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

**1. Creation of the Lien and Personal Obligation for Assessments.** Each Owner of a Lot (except as otherwise specifically provided by the provisions of Article IV, Section 7 hereof), by acceptance of a deed therefor or otherwise, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association for each Lot owned (or to a management company or other collection agency designated by the Association) any Association assessments or charges necessary for the maintenance of the Landscape Easements, Outlots A, B and C and Private Alleys or for the Association to undertake any other obligations contemplated hereby, either annually or on such other basis as the Board of Directors of the Association shall determine. The assessments thus collected by the Association shall constitute the maintenance fund of the Association. Any and all Assessments collected by Declarant at the initial closing of a sale of a Lot, which shall be Seven Hundred Twenty and no/100 Dollars (\$720.00) per annum as of the date hereof, shall be held by the Declarant and used for the benefit of the Association, if necessary, until control of the Association is relinquished to the Association. Said amount collected at the closing of each Lot is only an estimate of the amount which initially will be sufficient for the future maintenance, repair and replacement of the Landscape Easements, Outlots A, B and C and Private Alleys, however, the Association shall levy future assessments against the Lots for said purposes, if necessary, in accordance with the terms and conditions of this Declaration. Said assessments, together with such interest thereon and costs of collection thereof; including, but not limited to, reasonable attorneys' fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, including, but not limited to, reasonable attorneys' fees, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the said assessment fell due. At closing of the initial sale of Lots by Declarant, each Owner shall pay the sum of Three Hundred Sixty and no/100 Dollars (\$360.00) for working capital and a prorated amount of the annual assessment prorated from the day of the initial closing to the end of the fiscal year of the Association. Assessments shall be paid annually and shall be paid on March 1 of each year.

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**2. Purpose of Assessments.** If required by the Association, each Owner shall pay to the Association assessments representing his proportionate share of the expenses of any maintenance, repair, replacements, administration and operation of the Landscape Easements, Outlots A, B and C and Private Alleys, and any other functions of the Association including but not limited to scavenger service, landscape maintenance, snow removal, water for landscaping, utilities for lighting common areas and insurance. The assessments for all Lot Owners shall be equal and shall not be waived. Said expenses hereinabove referred to shall be known as "Common Expenses". The assessments levied by the Association shall be used to pay Common Expenses. Assessments shall be used exclusively for any improvement, maintenance, repair, replacement and insurance of the Landscape Easements, Outlots A, B and C and Private Alleys, and any other functions of the Association. To the extent, if at all, that any assessments therefor are not expended by the Association when levied and collected, any such savings shall be applied by the Association in reduction of its budget, except with respect to any amounts held by the Association as reserves which shall be deemed to be held by the Association in trust for the members for the uses and purposes for which such reserves have been established.

**3. Computation of Assessments.** Computation and payment of assessments shall be as follows:

- a. At closing of the initial sale of Lots by Declarant, each Owner shall pay the sum of Three Hundred Sixty and no/100 Dollars (\$360.00) for working capital and a prorated amount of the annual assessment prorated from the day of the initial closing to the end of the fiscal year of the Association. Assessments shall be paid annually and shall be paid on March 1 of each year.
- b. If the Board of Directors ("Board") of the Association subsequently deems it necessary, it shall estimate the total amount necessary to pay the cost of any additional repair, replacement, materials, insurance, services and supplies relating to maintenance of the Landscape Easements, Outlots A, B and C and Private Alleys, and such other items as provided for herein and in the By-Laws of the Association which will be required during the ensuing calendar year or any other such period as established by the Board for the rendering of all services, together with any amount necessary for any additional reserve for contingencies and replacements, and shall notify each Owner in writing as to the amount of such estimate with reasonable itemization thereof. All obligations of the Owners hereunder, including, but not limited to, the Common Expenses for assessments pursuant to this Declaration or the By-Laws of the Association shall be determined by multiplying the amount of such assessment by a fraction, the numerator of which is the number of Lots owned by the Owner and the denominator of which is the number of Lots subjected from time to time to the terms and conditions of this Declaration, subject, however, to the provisions of Article IV, Paragraph 7 hereof. Each Owner shall be obligated to pay to the Board, or as it may direct, the assessment made pursuant to this Paragraph (b) within thirty (30) days from when issued. On or before the date of the annual meeting of each calendar year, the Board shall supply all Owners with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided and

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showing the net amount over or under the actual expenditures, plus reserves. In any given year, any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited equally to each Owner by applying any such excess, as the Board sees fit, to expenses and/or reserves for the subsequent year.

- c. If said estimated cash requirement proves inadequate for any reason, to defray the operating expenses and costs during any given year, then the Board shall be authorized to adopt a supplemental budget or budgets and shall adjust the assessments accordingly. The Board shall serve notice of such further or additional assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further or additional assessment shall become due thirty (30) days after the delivery or mailing of such notice.
- d. The Board shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and any extraordinary expenditures not included in the estimated cash requirements shall be first charged against such reserve in the year of such expenditure. If such reserves are depleted or, in the opinion of the Board, significantly reduced, then any supplemental budget or the next regular estimated cash requirements shall provide for the re-establishment of such reserves as the Board shall deem reasonably appropriate.
- e. The failure or delay of the Board to prepare or serve any annual or other estimate or any itemized accounting or other document on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance as herein provided whenever the same shall be determined, and in the absence of any annual or other estimate or adjusted estimate, the Owner shall continue to pay the last charge at the then existing previous rate established for the previous period, if one was established, until notice of the new maintenance payment which is due more than thirty (30) days after such new annual or other adjusted estimate shall have been mailed or delivered.
- f. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Expenses specifying and itemizing maintenance and repair expenses and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record at such reasonable time or times during normal business hours as may be requested by the Owner or mortgagee.
- g. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot. Except as otherwise provided elsewhere herein, an Owner shall personally be liable for all the assessments levied hereunder.

**4. Date of Commencement of Assessments; Due Dates:** The assessments provided for herein shall commence for all Lots on the first (1st) day following the conveyance of said Lot from the Declarant and shall be levied, if necessary, from time to time by the Board. The Association shall, upon demand at any time;

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furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates: Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**5. Effect of Nonpayment of Assessment; Remedies of the Association:** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law and the Association may proceed in equity to foreclose the assessment lien and/or bring an action at law against the Owners of the Lot and interest, costs and reasonable attorneys' fees of any such actions shall be added to the amount of such assessment and judgment.

**6. Subordination of the Lien to Mortgage.** The lien of the assessment provided for herein shall be subordinate to the lien of any bona fide first mortgage (or equivalent security interest) on a Lot recorded prior to the date upon which such assessment became due, except for the amount of assessments which become due and payable from and after the date on which said mortgage owner or holder either takes possession of the Lot (by receiver or otherwise) or accepts a conveyance of any interest therein (other than as security). No sale or transfer shall relieve such Lot and its new Owner from liability for any assessments thereafter becoming due or from the lien thereof.

**7. Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein.

- a. All properties dedicated to and accepted by a local public authority and properties granted to or used by a utility company. The Association shall be solely responsible to establish rules and regulations for the Owners' use and enjoyment of the Community Area subject to this Declaration and all City or other applicable laws and ordinances.
- b. Each of the Lots prior to the time that said Lot is conveyed by the Declarant to a purchaser. Once an exemption is created pursuant to the Paragraph 7, Subparagraph (b), it shall continue until such time as the Declarant conveys said Lot to a bona fide purchaser, at which time the exemption created hereunder shall cease and said Lot shall be subject to all of the terms and conditions of the Declaration.

**ARTICLE V**  
**EASEMENTS**

**1. General Easements.** The Landscape Easements, Outlots A, B and C, Private Alleys and the easements contemplated in Article II, may be subject to utility easements in favor of applicable governmental agencies and/or public utility companies and for storm water detention, drainage and any other necessary uses. If any utilities are not installed or easements not described herein prior to Declarant's relinquishing control of the Association, the Association is hereby empowered to grant the same later. Trash receptacles shall be located between the garages at the rear of each Lot in a location that is not visible from the alley. Each Owner is hereby granted a reciprocal easement on the adjacent Owner's Lot over and across the three (3) foot strip of land between the garage and the Lot line for the purpose of ingress, egress and access to the trash receptacle.



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2. **Easements for Utilities.** Illinois Bell Telephone Company, Commonwealth Edison Company, Peoples Energy Corporation, and all other suppliers of utilities including cable television services, serving the Property are hereby granted the 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 Landscape Easements, Outlots A, B and C and Private Alleys, and any Lots encumbered by said respective easements for the purpose of providing the Property with utility service, together with the reasonable right of ingress to and egress from the Property for said purpose. Grantor or the Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property under, along and on any portion of the Property, and each Unit Owner and other Person having at any time any interest in the Property hereby grants to Grantor 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.

3. **Easements Reserved by Declarant and Developer.** Grantor and Developer and each of their agents, employees, contractors, guests, invitees and licensees shall have the right and easement at all times to use the Common Elements (i) to perform any construction, maintenance, repair, renovation, restoration or rehabilitation of, in or under all or any part of the Property which Declarant or Developer desires to perform, (ii) for the purpose of selling, displaying and having ingress to and egress from one or more of the Units, (iii) for the purpose of erecting, maintaining and displaying one or more of the signs desired by Developer, and (iv) for the purpose of gaining ingress and access to and egress from, and making improvements to, on, in or under all or any part of the Land. This easement shall run with the land and shall be binding and inure to the benefit of the parties subject to this Declaration, their heirs, successors, assigns, and agents and servants.

4. **Shared Utilities for Water and Sewer.** Water and sewer charges unless separately metered as to each Unit are common expenses and shall be paid by the Association unless separately billed.

5. **City of Chicago Easement:** Certain covenants and provisions herein are further intended to inure to the benefit of the City and it is therefore specifically provided as follows:

a. The City is hereby granted a perpetual easement, right and privilege to enter upon the Property for the purpose of providing police and fire protection services, for the purposes described in Article II, and for the purpose of supervising the maintenance of all public facilities including electrical lighting systems, including the Landscape Easements, Outlots A, B and C and Private Alleys as further provided in Section (b) below.

b. The duly designated officials and employees of the City are hereby granted an easement to enter upon, on and over the Landscape Easements, Outlots A, B and C and Private Alleys for the purpose of inspecting such areas to determine whether the improvements and systems which constitute same have been and are being properly maintained in conformity with this Declaration and applicable ordinances and regulations. If it is determined that the Landscape Easements, Outlots A, B and C and Private Alleys are not in conformity with applicable restrictions, ordinances and regulations, the City shall give the Association written notice of such determination.

c. The Association shall be responsible for maintaining the street lighting located in the area bounded by West 32<sup>nd</sup> Place, West 34<sup>th</sup> Place, South Throop and South Racine, Chicago, Illinois.

6. **Easements Run with Land.** All easements and rights described herein are easements appurtenant, running with the land, and, so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect and inure to the benefit of and be binding on the Declarant, its successors

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and assigns, and any Owner, purchaser, mortgagee or other person having an interest in the Property, or any part or portion thereof without any need for further reference thereto in any Deed, Mortgage or other evidence of obligation.

**ARTICLE VI**  
**GENERAL PROVISIONS**

1. Insurance. The Board shall have the authority to and shall obtain insurance for any improvements in or upon the Landscape Easements, Outlots A, B and C and Private Alleys, for any real or personal property for which the Association is responsible, and any appurtenances thereto against loss or damage by such hazards as are covered under standard extended coverage provisions for the full insurable replacement cost thereof. The Board shall also have the authority to and shall obtain comprehensive public liability insurance in reasonably adequate limits as it shall deem appropriate and other liability insurance as it may deem desirable insuring the Association, the Board and JS II LLC with respect to said improvements. The premiums for all insurance purchased pursuant to the provisions of this Section 1 shall be Common Expenses and shall be paid at least thirty (30) days prior to the expiration date of any policy.

2. In accordance with the provisions of the Plat of Subdivision, and in order for the Association (and the Declarant until after the initial installation) to maintain the easements running in its favor as described in this Declaration except as specifically herein provided, no improvements of any kind shall be constructed under, over or upon public utility Easements, any portions of the Landscape Easements, Outlots A, B and C and Private Alleys except in the use thereof except as otherwise provided herein, unless approved in writing by the Association and the grantee of the easement, provided however, that the Declarant shall construct or cause to be constructed a Gazebo upon the open space located in the Outlots A, B or C with access thereto by the Owners subject to Association rules and regulations and consistent with the wetland character of the property and attendant wetland limitations. If any such structures are so installed by an Owner or his agent over said easements which are in need of maintenance or repair by the Association, the Village, the utility company or their agents, as the case may be, said parties shall not be liable for any damage caused to said structure or improvement and the said party shall not be responsible for any receding or other restoration, but shall be responsible to re-establish design grades.

3. All Lots are further subject to the following restrictions:

- a. No Structure, landscaping or other improvement shall be commenced or allowed on any portion of the Property unless it complies with the provisions of this Declaration. All Structures on the Property shall be of new construction.
- b. The lots shall be used only for residential purposes, as a private residence, which use shall not endanger the health or disturb the reasonable enjoyment of any other Owner or resident. A Dwelling Unit or Lot may be used for a home occupation or business provided that:
  - (1) Such use is in full compliance with all City ordinances; and,
  - (2) Such use shall not have customer parking unless accommodated in the driveway of the Dwelling Unit; and,
  - (3) Such use shall not cause an increase in traffic or congestion within the Property; and,

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(4) Such use may not be advertised or identified by any signs or placards located on or in the Dwelling Unit or Lot, or any other part of the Property.

- c. No structures other than detached residences for single family occupancy, garages, and not more than one (1) animal house shall be constructed on each Lot; provided that any such animal house shall be constructed adjacent to the residence and shall not be visible from the street. No animals, except at the discretion of the Board, shall be raised, bred or kept in any Unit or the Common Elements, with the exception of dogs, cats, fish, birds or other commonly held household pets, subject to rules and regulations adopted by the Board and provided that they are not kept or maintained for the commercial purposes and provided that said pets shall not in the sole judgment of the Board, constitute a nuisance to others. Any pet which in the sole judgment of the Board is causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board. The Board may restrict pets from access to any portions of the Common Elements or limit access to certain portions of the Common Elements. From time to time, the Board may fine the responsible Unit Owner if, in its sole judgment, the behavior of any household pet(s) results in damage or disfigurement, whether permanent or temporary, to the Common Elements. The terms, "damage," and, "disfigurement," shall be read to include any animal refuse, or evidence thereof, found on any portion of the Common Elements. Any such fine shall not exceed ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) plus the cost to repair or replace any damage or disfigurement including any damage to landscaping.
- d. All Structures shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the City. If and to the extent there is any conflict between this Declaration and the provisions of, any ordinances, codes, rules and regulations of the City, such conflict shall be resolved by the application of the more stringent provision as between this Declaration and such ordinance, code, rules and regulations of the City of Chicago. No alteration of any Common Areas or any additions, alterations or improvements to the exterior of any structure on any Lot shall be made by any Lot Owner without the prior written approval of the Board. Such Lot Owner shall be responsible for any damage to other Units, the Common Area, or the Property as a result of such alterations, additions or improvements. Any such addition, alteration or improvement that is approved by the Board shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the City. In the event the Declarant does not select an optional garage, if such is built in the future, it must match exactly the materials and specifications of those built by the Developer. Plans and specifications for such must be approved by the Association as well as the selection of a contractor. Owner will also be required to pay an inspection architectural fee of Five Hundred and no/100 Dollars (\$500.00) to Association, who will hire such professional to ensure garage is built in conformity with plans and specifications.
- e. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used as a residence or for any other purpose, either

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temporarily or permanently except by Declarant during construction and selling activities.

- f. No "For Sale" signs, advertising, or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Board; provided that the right is reserved by Declarant and their agents, to maintain on the Property until the sale of the last Unit (or for the duration of any related permanent or perpetual easement), all models, sales offices, and advertising signs, banners, and lighting in connection therewith, at such locations and in such forms as developers shall determine, together with the right of ingress, egress, and transient parking therefor through Outlots A, B and C and Private Alleys in favor of the Developer, its agents, licensees, designees and its prospective purchasers and lessees.
- g. The Declarant may maintain, while engaged in constructing and selling activities, in or upon such portions of the Property as Declarant shall determine, such temporary facilities as in its sole discretion maybe necessary or convenient, including, but without limitation, offices, storage areas, model units, signs, temporary fencing, monuments, portable outhouses and construction trailers.
- h. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other common household pets (not to exceed a total of two (2) pets, with the exception of pet fish) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.
- i. All rubbish, trash, trash receptacles, dumpsters or garbage shall be located between the garages at the rear of the Lot so as to not be seen from neighboring Dwelling Units, alleys and streets, and shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Garbage may not be burned on Lots. No rubbish, trash, trash receptacles, dumpsters or garbage shall be allowed in the alley at any time. Reciprocal easements for access to the trash receptacles are granted to each Owner as set forth above.
- j. Drying of clothes shall be confined to the interior of the Dwelling Units.
- k. An Owner of a Lot shall do no act nor allow any condition to exist which will adversely affect the other Lots or their Owners.
- l. No nuisance, noxious or offensive activity shall be undertaken on the Property nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Dwelling Units on the Property.
- m. No plants, seeds, or other things or conditions harboring or breeding infectious diseases or noxious insects shall be introduced or maintained upon any part of the Property. No alterations to the landscaping in the front yards of the Property shall be performed without the written authorization of the Board. All landscaping in the front yards shall be maintained by the Association.

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- n. Parking areas and driveways shall be used for parking operable automobiles only and shall not be used for storage use, or parking of mobile homes, trailers, commercial vehicles, snowmobiles, boats or for any other purpose. No repair or body work on any motorized vehicle shall be permitted anywhere, including the streets, driveways, parking aprons and alleys, except within the confines of the garage. Any violation of this provision shall be deemed a nuisance under Subparagraph (1) hereof. Passenger motor vehicles in non-operative condition shall not be parked, except in garages. No portion of the Property, except garages on the respective Lots, may be utilized for parking or storing of boats.
- o. Except as otherwise provided by law, the operation of "ham" or other amateur radio station or the erection of any communication antenna, television antenna receiving dish or similar devices shall not be allowed on any Lot; provided, however, that television antennas or receiving dishes or similar devices may be maintained if located entirely within a Dwelling Unit, or screened or otherwise blended into the environment, consistent with good landscaping and architectural practices and further provided that the same is not visible from the front yards or streets.
- p. No owner shall install any fencing, shrubbery, trees, plants, structures or retaining walls or perform any other construction within a Landscaping Easement area, Outlots A, B and C and Private Alleys.
- q. No Owner shall install any fencing on the Lots which is not constructed of all natural materials. All fencing constructed between the Units or in common areas shall match, exactly, the type and materials installed by the Declarant. Chain link fences shall not be installed on any Lots.
- r. No Dwelling Unit shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Dwelling Unit rotates among members of the program on a fixed or floating time schedule over a period of years.
- s. The discharge of firearms within the Property is prohibited. The terms "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.
- t. No swimming pools, Jacuzzis, hot tubs spas or any similar apparatus shall be erected, constructed or installed on any Lot with the exception of Jacuzzis installed by the Declarant on the Lakeview model.
- u. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the Association to replace the removed tree with one (1) or more trees of such size and number, and in such locations, as such Association may determine in its sole discretion.

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- v. No overhead utility lines, including lines for cable television, shall be permitted within the Property, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.
- w. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Dwelling Unit unless it is an integral and harmonious part of the architectural design of a structure.
- x. All wetlands, lakes, ponds, and streams within the Property shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds or streams within the Property. No docks, piers, or other structures shall be constructed on or over any body of water within the Property, except such as may be constructed by the Declarant or the Association.
- y. There shall be no use of motorized vehicles of any kind upon the Lots (excepting motorized lawn maintenance equipment or appropriate to the initial construction or ongoing maintenance of the surface of same).
- z. The Owner shall not have the right to lease the Unit such right to lease being specifically prohibited. The Board may adopt such rules and regulations applicable to the lease of Units as it deems advisable or necessary. Notwithstanding anything contained herein, the provisions of this Section and any rules or regulations adopted pursuant hereto by the Board shall not at any time apply to any Unit owned by the Developer or Grantor.

**4. Remedies.** In the event of any default by an Owner under the provisions of the Declaration, By-Laws or any Rules and Regulations of the Association, the Association, Declarant and the Board of Directors of the Association shall each have all of the rights and remedies which may be provided for in this Declaration, the By-Laws and said Rules and a Regulations and those which may be available at law or in equity, and each may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, for specific performance, for judgment for payment of money and collection thereof, for any combination of remedies or for any other relief provided, however, notwithstanding anything contained herein to the contrary, the Association may not avail itself of any remedies under "An Act in regard to Forcible Entry and Detainer" approved February 6, 1874, as amended. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association or Declarant in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of his respective share of the Common Expenses (to the same extent as the lien provided herein for unpaid assessments) upon the Lot and upon all of his additions and improvements thereto and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association, Declarant or the Board. All of the provisions of this instrument, and those in the Articles of Incorporation and By-Laws of the Association are mutually enforceable by and among the members of the Association. Any member who believes that a provision is being violated may petition the Association to investigate the situation. Should the Association determine that this allegation is true

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and that corrective action should be taken, the Association shall take whatever action is necessary to end the violation. Should the Association deem the allegation of violation as unworthy of action or fail to investigate the alleged violation within thirty (30) days of notice, then the complaining member can prosecute his claim in whatever legal manner is best suited to the situation.

**5. Land Trusts.** In the event title to any Lot should be conveyed to a land title holding trust under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder; from time to time shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any claim, lien or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest in the title to such real estate. Nothing in this Paragraph 5 shall be deemed to alter or diminish the rights or remedies of the Association relating to the failure to pay maintenance assessments as such rights or remedies apply to the trust estate under such trust and the beneficiaries thereunder.

**6. Amendments.** The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners and by the Declarant has not theretofore terminated; provided, that no amendment hereto shall abrogate any maintenance responsibility of the Association or individual Lot Owner, as heretofore required by this or any other binding Declaration, or adversely affect the ability of the Association to perform thereunder, and nothing herein contained shall be deemed to permit the Association so to abrogate such maintenance agreement or adversely affect its ability so to perform; provided further that all such amendments shall be approved in writing by Declarant or its permitted assignee. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone except as hereinafter provided, amend this Declaration and the By-Laws at any time before the first annual meeting of members contemplated by Paragraph 1 of Article III of the By-Laws.

**7. Notices.** Notices provided for in the Declaration or By-Laws shall be in writing and shall be addressed to the Association or to any Owner at its respective address. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgment of the receipt thereof.

**8. Severability.** Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect accrued prior to the time such holder comes into possession of the dwelling.

- a. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Paragraphs are for convenience only and neither limit nor amplify the provisions of the Declaration unless specified reference is made to such Articles, paragraphs or subdivisions of another document or instrument.
- b. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's

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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 entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering dwellings constructed upon the Lots, or (iii) to correct clerical, typographical or any other error in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney in fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this paragraph shall terminate at such time as the Declarant no longer holds or controls title to a Lot.

**9. Rights and Obligations.** The provisions of this Declaration and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any interest therein, or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, and the By-Laws whether or not mention thereof is made in said deed.

**10. Miscellaneous Provisions.** Any provision of the within Declaration or of the By-Laws to the contrary notwithstanding, the following provisions shall control:

- a. Upon the request of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under the within Declaration, or the By-Laws or Association rules and Regulation which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of the said dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which provided, modify, amend or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification or repeal is in writing and properly recorded in Cook County, Illinois. Any such amendment, modification or repeal of this Declaration by Declarant shall be required to be approved in writing JS II LLC or its permitted assignee. Declarant further reserves, prior to the closing of the sale of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend or modify the Plat of Subdivision subject to the written approval of JS II LLC or its permitted assignee first being obtained, which approval shall not be unreasonably withheld.

**11. Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

**12. Conflicts.** In the event of any conflict between this Declaration and the By-Laws or Articles of Incorporation, this Declaration shall control.



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**13. Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants or rights crated by this Declaration would otherwise be unlawful or void for violation of the rule against perpetuities or some analogous statutory provisions, the rule restricting restraints on alienation; or 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 now living lawful descendants of William Clinton, President of the United State of America.

**14. Assignment of Rights.** At any time or times, Declarant may assign any or all of its rights conferred by this Declaration. Upon execution of any assignment by Declarant C, it shall be relieved from any liability arising from the performance or nonperformance of such rights or obligations.

**15. Chicago River.** The property is adjacent to the south branch of the Chicago River which river will emit noxious orders over which river the Declarant and the Association have no control.

**IN WITNESS WHEREOF.** Declarant has caused this instrument to be executed on its behalf, attested to and its corporate seal to be hereunder affixed as of the day and year first above written.

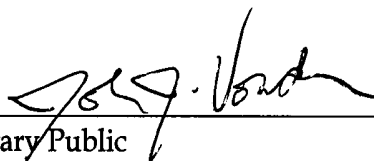
JS II, LLC.

By:   
Manager

State of Illinois )  
County of Cook ) ss.

I, a Notary Public in and for said County and State aforesaid, Do HEREBY CERTIFY that John J. Kinsella, being a Manager of JS II, LLC, 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 said instrument pursuant to authority given under the Operating Agreement of said JS II, LLC, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 31 day of July, 2006.

  
Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION

Lots 1 – 118 in Bridgeport Village, being a resubdivision of part of the Northwest Quarter of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office



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## EXHIBIT B

### BY-LAWS OF BRIDGEPORT VILLAGE HOMEOWNERS ASSOCIATION

#### ARTICLE I NAME AND LOCATION

1. The name of the corporation is Bridgeport Village Homeowners Association, hereinafter referred to as the "Association". The principal office of the corporation shall initially be located in Cook County, Illinois, but meeting of members and the Board may be held at such places within the State of Illinois, County of Cook, as may be designated by the Board.

#### ARTICLE II DEFINITIONS

1. The term "Declaration" shall mean the Bridgeport Village Declaration of Covenants, Conditions and Restrictions to which these By-Laws have been appended as an exhibit.

2. The defined terms as set forth in Article I of the Declaration have the same meanings as those set forth herein.

#### ARTICLE III MEETINGS OF MEMBERS

**1. Annual Meetings.** The first annual meeting of the members be held within two (2) years from the date of the recordation of the Declaration in Cook County, Illinois and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour, on the first day following which is not a legal holiday.

**2. Special Meetings.** Special meetings of the members may be called at any time by the President, the Board or upon written request of the members who are entitled to vote a total of one-fourth (1/4) of the votes of the membership.

**3. Notice of Meetings.** Except as may be otherwise provided by the Declaration, written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than forty (40) days, before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. A copy of the notice shall be mailed as herein provided to the Declarant.

**4. Quorum** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided by law, in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting until a quorum as aforesaid shall be present or be represented.

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4. **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

## ARTICLE IV

### BOARD OF DIRECTORS; ELECTION; TERM OF OFFICE

**1. Number.** The affairs of this Association shall be managed by a Board of Directors. Until the first annual meeting, the Board shall consist of one (1) Director designated by the Declarant for a term of one (1) year, or until the first annual meeting, whichever occurs first. After the first annual meeting, the Board shall consist of three (3) Directors.

**2. Election.** At each annual meeting thereafter, the members shall elect the vacancies for directors as they come due on the expiration of a Director's term for a term of one (1) year. Directors' may succeed themselves.

**3. Removal.** From and after the first annual meeting, any Director may be removed from the Board, with or without cause, by a vote of seventy-five percent (75%) of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve until the time of the next election of Directors. In the event that the term of the directorship vacated as above shall not have expired at the time of the next election following the appointment of a successor by the remaining Board members as provided above, in addition to the directorships normally to be filled at that election, the members shall also elect a Director to serve the remaining unexpired terms of the directorships vacated.

**4. Compensation.** No Director shall receive compensation for any service he may render to the Association; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**5. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

**1. Nomination.** Nomination for election to the Board shall be made from the floor at the annual meeting. Such nominations may be made from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time-on the next day which is not a legal holiday.

**2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

**3. Quorum.** The majority of the number of Directors then constituting the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

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## ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

### 1. Powers. The Board shall have power to:

- a. Adopt and publish rules and regulations governing the use of the Landscape Easements, Outlots A, B and C and Private Alleys, the Property and any facilities thereon, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof, provided that in all instances such rules and regulations are consistent with the provisions of the Declaration;
- b. Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.
- c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
- d. Exercise all powers and duties referred to in the General Not-for-Profit Corporation Act.

### 2. Duties. It shall be the duty of the Board to:

- a. Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by sixty percent (60%) of the members who are entitled to vote;
- b. Supervise all officers, agents and employees of this Association and see that their duties are properly performed;
- c. As more fully provided in the Declaration, to: (1) fix the amount of the assessments against each Lot at least thirty (30) days in advance of when they are levied and issued and send notice thereof; and (2) foreclose the lien against any Owner for which assessments are not paid within thirty (30) days after the due date or bring an action at law against the Owner personally obligated to pay same.
- d. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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e. Procure and maintain adequate liability and hazard insurance on property owned by the Association as provided in the Declaration;

f. Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

g. Cause the Landscape Easements, Outlots A, B and C and Private Alleys, to be maintained in accordance with the Declaration.

## **ARTICLE VIII** **OFFICERS AND THEIR DUTIES**

**1. Enumeration of Officers.** The officers of this Association shall be a president and vice president who shall at all times be members of the Board, a secretary and a treasurer and such other officers as the Board may determine from time to time and by resolution create.

**2. Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

**3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise be disqualified to serve.

**4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

**5. Resignation and Removal.** Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. The president may not hold any other office.

**8. Duties.** The duties of the officers shall be those usually vested in their respective office of a not-for-profit corporation, including, but not limited to, the following:

**a. President.** The president shall preside at all meetings of the Board, shall see that orders and resolutions of the board are carried out; shall sign all leases; mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes;

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**b. Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board;

**c. Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

**d. Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at this regular annual meeting and deliver a copy of each to the members:

**e. JS II LLC Representative.** JS II LLC may designate in writing to the Board of Directors of this Association, a representative who will be entitled to receive notices of all meetings, special or annual, of the Association or the Board of Directors, and will be entitled to attend all such meetings.

## ARTICLE IX COMMITTEES

The Board shall appoint committees as deemed appropriate in carrying out its purpose.

## ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection of any member. The Declaration, the, Articles of Incorporation and the By-laws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

## ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association assessments that are secured by a continuing lien upon the Property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest legal rate allowed by law and the Association may bring an action at law against the Owner personally obligated to pay same or foreclose the lien against the Property, and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use or by abandonment of his Lot. Every member, except Declarant, who has mortgaged his Lot, authorizes his mortgagee to collect and pay to the Association this assessment.

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## ARTICLE XII CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words:

**BRIDGEPORT VILLAGE HOMEOWNERS ASSOCIATION**  
Corporate Seal of Illinois

## ARTICLE XIII AMENDMENTS

1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of seventy-five percent (75 %) of the members of the Association; provided that no such amendment may affect a right granted to JS II LLC by the Declaration or these By-Laws without JS II LLC's prior written consent to such amendment first being obtained, which consent shall not be unreasonably withheld.

2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control:

- a. Any management and administrative expenses;
- b. The estimated cost of repairs, maintenance, insurance, taxes and replacements of the Landscape Easements, Outlots A, B and C and Private Alleys;
- c. The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies and reserves for replace
- d. Such other expenses of the Association as may be approved by the Board, including operating deficiencies, if any, for prior periods.

## ARTICLE XIV INTERIM PROCEDURE

Until the initial meeting of members, JS II LLC (or its designee) may appoint the Board which shall have the same powers and authority as given to the Board generally.

## ARTICLE XV COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

All Owners shall maintain, occupy and use their dwelling and their Lots only in accordance with the terms of the Declaration and any additional rules and regulations adopted by the Board or by the members.



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## ARTICLE XVI MISCELLANEOUS

1. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

2. With respect to each fiscal year, the Board shall estimate the amount required by the Association to meet cash requirements for such year, including, but not limited to, the following items:

- a. Any management and administration expenses;
- b. The estimated cost of repairs, maintenance, insurance, taxes and replacements of the Landscape, Outlots A, B and C and Private Alleys;
- c. The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies and reserves for replacements;
- d. Such other expenses of the Association as may be approved by the Board, including operating deficiencies, if any, for prior periods.

The difference between the estimated cash requirements of the Association and any non-membership income, plus unexpected assessments for the prior year not reallocated to reserves (prior year's savings), shall be an amount referred to as membership assessments. All amounts collected by the Association as a reserve shall be held in trust for the members in accordance with the provisions of the Declaration.

The Board shall cause an estimated budget, annual or otherwise, to be prepared based on its estimations of current expense, any non-membership income, prior year's savings and membership assessments, and copies of such budget shall be furnished to each member.

If any member shall fail or refuse to make payment of his share of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such member in the Property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Declaration or these By-Laws, or which are otherwise available at law or in equity for the collection of all unpaid assessments, except as otherwise provided in the Declaration.

Upon ten (10) days notice to the Board and the payment of such reasonable fee, if any, established by the Board, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

3. If at any time during the course of any fiscal year the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated budget and thereafter the increased amount shall be paid to the Association on the basis of such revision.

4. To the greatest extent permitted by law, with the intent to displace all contrary provisions of law to the extent permitted by law, the Developer, Owner or their nominee(s) in their capacity as member(s) of the Board or officers of the Association prior to the initial meeting of the Voting Members (i.e. the period prior to turn-over) shall not be liable to the Association or the Owners for any act or omission constituting a breach of

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fiduciary duty of any kind, nor for any act or omission constituting a tort of negligence, recklessness, willful and wanton misconduct, or defamation, nor for torts of constructive or statutory fraud that do not require proof of an actual intent to defraud. Prior to the initial meeting of the Voting Members (i.e. the period prior to turn-over), the Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts or omissions of the Board and officers of the Association or arising out of their stature as Board members or officers, regardless of whether any such contract or act or omission shall constitute or arise from a breach of the provisions of this Declaration, a breach of fiduciary duty, gross negligence, recklessness, willfulness, wantonness or constructive or statutory fraud (of the kind not requiring proof of an actual intent to defraud). Prior to the initial meeting of the Voting Members (i.e. the period prior to turn-over), it is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer.

**End of By Laws.**

Property of Cook County Clerk's Office

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Lot No.	Address	PINS
1	1201 West 33rd Street	Chicago, IL 60608 17-32-117-001
2	1203 West 33rd Street	17-32-117-002
3	1205 West 33rd Street	17-32-117-003
4	1207 West 33rd Street	17-32-117-004
5	1209 West 33rd Street	17-32-117-005
6	1211 West 33rd Street	17-32-117-006
7	1213 West 33rd Street	17-32-117-007
8	1215 West 33rd Street	17-32-117-008
9	1217 West 33rd Street	17-32-117-009
10	1219 West 33rd Street	17-32-117-010
11	1221 West 33rd Street	17-32-117-011
12	1223 West 33rd Street	17-32-117-012
13	1225 West 33rd Street	17-32-117-013
14	1227 West 33rd Street	17-32-117-014
15	1229 West 33rd Street	17-32-117-015
16	1231 West 33rd Street	17-32-117-016
17	1233 West 33rd Street	17-32-117-017
18	3301 South Throop	17-32-117-018
19	3303 South Throop	17-32-117-019
20	3305 South Throop	17-32-117-020
21	3307 South Throop	17-32-117-021
22	3309 South Throop	17-32-117-022
23	3311 South Throop	17-32-117-023
24	3313 South Throop	17-32-117-024
25	3315 South Throop	17-32-117-025
26	1232 West 33rd Place	17-32-117-026
27	1230 West 33rd Place	17-32-117-027
28	1228 West 33rd Place	17-32-117-028
29	1226 West 33rd Place	17-32-117-029
30	1224 West 33rd Place	17-32-117-030
31	1222 West 33rd Place	17-32-117-031
32	1220 West 33rd Place	17-32-117-032
33	1218 West 33rd Place	17-32-117-033
34	1214 West 33rd Place	17-32-117-034
35	1212 West 33rd Place	17-32-117-035
36	1210 West 33rd Place	17-32-117-036
37	1208 West 33rd Place	17-32-117-037
38	1206 West 33rd Place	17-32-117-038
39	1204 West 33rd Place	17-32-117-039
40	1202 West 33rd Place	17-32-117-040
41	1200 West 33rd Place	17-32-117-041
42	1201 West 33rd Place	17-32-118-001
43	1203 West 33rd Place	17-32-118-002
44	1205 West 33rd Place	17-32-118-003
45	1207 West 33rd Place	17-32-118-004
46	1209 West 33rd Place	17-32-118-005
47	1211 West 33rd Place	17-32-118-006
48	1213 West 33rd Place	17-32-118-007
49	1215 West 33rd Place	17-32-118-008
50	1219 West 33rd Place	17-32-118-009
51	1221 West 33rd Place	17-32-118-010

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52	1223 West 33rd Place	17-32-118-011
53	1225 West 33rd Place	17-32-118-012
54	1227 West 33rd Place	17-32-118-013
55	1229 West 33rd Place	17-32-118-014
56	1231 West 33rd Place	17-32-118-015
57	1233 West 33rd Place	17-32-118-016
58	1235 West 33rd Place	17-32-118-017
59	1232 West 34th Street	17-32-118-018
60	1230 West 34th Street	17-32-118-019
61	1228 West 34th Street	17-32-118-020
62	1227 West 34th Street	17-32-119-001
63	1229 West 34th Street	17-32-119-002
64	1231 West 34th Street	17-32-119-003
65	1233 West 34th Street	17-32-119-004
66	1235 West 34th Street	17-32-119-005
67	3324 South Throop	17-32-119-006
68	3322 South Throop	17-32-119-007
69	3320 South Throop	17-32-119-008
70	3318 South Throop	17-32-119-009
71	3316 South Throop	17-32-119-010
72	1308 West 33rd Place	17-32-119-011
73	1306 West 33rd Place	17-32-119-012
74	1304 West 33rd Place	17-32-119-013
75	1302 West 33rd Place	17-32-119-014
76	1300 West 33rd Place	17-32-119-015
77	1301 West 33rd Street	17-32-119-016
78	1303 West 33rd Street	17-32-119-017
79	1305 West 33rd Street	17-32-119-018
80	1307 West 33rd Street	17-32-119-019
81	1309 West 33rd Street	17-32-119-020
82	1311 West 33rd Street	17-32-119-021
83	1313 West 33rd Street	17-32-119-022
84	1322 West 33rd Street	17-32-119-023
85	1320 West 33rd Street	17-32-119-024
86	1318 West 33rd Street	17-32-119-025
87	1316 West 33rd Street	17-32-119-026
88	1314 West 33rd Street	17-32-119-027
89	1310 West 33rd Street	17-32-119-028
90	1308 West 33rd Street	Not Available
91	1306 West 33rd Street	Not Available
93	1302 West 33rd Street	Not Available
94	1300 West 33rd Street	Not Available
95	1301 West 32nd Place	Not Available
96	1303 West 32nd Place	Not Available
97	1305 West 32nd Place	Not Available
98	1307 West 32nd Place	Not Available
99	1309 West 32nd Place	Not Available
100	1311 West 32nd Place	Not Available
101	1313 West 32nd Place	Not Available
102	1315 West 32nd Place	Not Available
103	1317 West 32nd Place	17-32-119-029
104	1319 West 32nd Place	17-32-119-030
105	1321 West 32nd Place	17-32-119-031

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106	1323 West 32nd Place	17-32-119-032
107	1325 West 32nd Place	17-32-119-033
108	1327 West 32nd Place	17-32-119-034
109	1329 West 32nd Place	17-32-119-035
110	1338 West 32nd Place	17-32-119-036
111	1336 West 32nd Place	17-32-119-037
112	1334 West 32nd Place	17-32-119-038
113	1332 West 32nd Place	17-32-119-039
114	1330 West 32nd Place	17-32-119-040
115	1328 West 32nd Place	17-32-119-041
116	1326 West 32nd Place	17-32-119-042

Property of Cook County Clerk's Office

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"Declaration") hereby consents to the recording of the Declaration with the Recorder of Deeds of Cook County, Illinois.

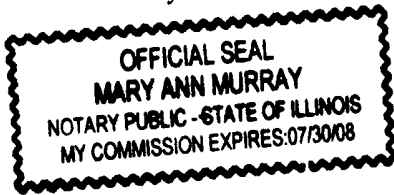
**AMERICAN CHARTERED BANK**  
an Illinois banking corporation

By: *Ronella A. Zepher*  
Its: *Group Sr. V.P.*

State of Illinois )  
County of *Cook* ) ss.

I, a Notary Public in and for said County and State aforesaid, Do HEREBY CERTIFY that *Ronella Zepher* being the *Group Sr. V.P.* of American Chartered Bank, 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~~ or she signed and delivered said instrument pursuant to authority given by the Board of Directors of said American Chartered Bank, as ~~his~~ ~~or~~ her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this *31<sup>st</sup>* day of *July*, 2006.



*Mary Ann Murray*  
Notary Public

*Notary Public for Cook County Clerk's Office*

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## LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF RACINE AVENUE (SAID LINE BEING 33.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER) WITH THE NORTH LINE OF LOT 1 IN THE SUBDIVISION FOR THE PURPOSE OF PARTITION OF LOTS 31 AND 32 IN THE ASSESSOR'S DIVISION OF PART OF SAID NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 89 DEGREES 37 MINUTES 14 SECONDS WEST, ALONG SAID NORTH LINE, 658.46 FEET TO A POINT ON THE WEST LINE OF THROOP STREET; THENCE NORTH 0 DEGREES 1 MINUTE 21 SECONDS WEST, ALONG SAID WEST LINE, 55.12 FEET TO A POINT ON THE SOUTHWEST LINE OF BENSON STREET; THENCE NORTH 48 DEGREES 14 MINUTES 26 SECONDS WEST, ALONG SAID SOUTHWEST LINE, 650.00 FEET TO THE NORTHWEST CORNER OF LOT 6 IN BLOCK 9 IN SPRINGER AND FOX'S ADDITION TO CHICAGO; THENCE SOUTH 18 DEGREES 32 MINUTES 20 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID LOT 6, 250.14 FEET TO A POINT ON THE SOUTHWEST EDGE OF A CONCRETE SEA WALL; THENCE SOUTH 41 DEGREES 51 MINUTES 18 SECONDS EAST, ALONG SAID EDGE, 381.68 FEET TO A BEND POINT; THENCE SOUTH 30 DEGREES 8 MINUTES 22 SECONDS EAST, ALONG SAID EDGE, 2.67 FEET; THENCE SOUTH 48 DEGREES 56 MINUTES 39 SECONDS WEST 24.02 FEET TO A POINT THAT IS 54.06 FEET SOUTH OF AFORESAID NORTH LINE OF LOT 1 IN THE SUBDIVISION FOR THE PURPOSE OF PARTITION OF LOTS 31 AND 32 IN THE ASSESSOR'S DIVISION, SAID POINT BEING ON THE DOCK LINE ESTABLISHED BY ORDINANCE OF JUNE 11, 1869; THENCE SOUTH 33 DEGREES 37 MINUTES 21 SECONDS EAST, ALONG SAID DOCK LINE, 444.04 FEET TO A POINT ON THE NORTH LINE OF A PARCEL CONVEYED PER DOCUMENT NUMBER 17680173, SAID NORTH LINE BEING 324.20 FEET NORTH OF THE NORTH LINE OF SUBLOT 4 T.C. HAMMOND'S SUBDIVISION OF LOT 34 IN AFOREDESCRIBED ASSESSOR'S DIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 314610; THENCE NORTH 89 DEGREES 47 MINUTES 18 SECONDS WEST, ALONG SAID NORTH LINE, 1.25 FEET TO A POINT ON THE DOCK LINE ESTABLISHED BY ORDINANCE OF JANUARY 26, 1914; THENCE SOUTH 33 DEGREES 25 MINUTES 39 SECONDS EAST, ALONG SAID DOCK LINE, 456.70 FEET TO A POINT ON A LINE THAT IS 496.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SUBLOT 4; THENCE SOUTH 89 DEGREES 41 MINUTES 35 SECONDS EAST, ALONG SAID PARALLEL LINE, 188.75 FEET TO A POINT THAT IS 300.00 FEET WEST OF SAID WEST LINE OF RACINE AVENUE; THENCE NORTH 13 DEGREES 7 MINUTES 14 SECONDS WEST 308.37 FEET TO A POINT THAT IS 796.00 FEET NORTH OF SAID SOUTH LINE OF SUBLOT 4 AND 307.00 FEET WEST OF SAID WEST LINE OF RACINE AVENUE; THENCE SOUTH 89 DEGREES 44 MINUTES 35 SECONDS, EAST ALONG A LINE THAT IS 796.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF SUBLOT 4, 370.00 FEET TO A POINT ON SAID WEST LINE OF RACINE AVENUE; THENCE DUE NORTH, ALONG SAID WEST LINE, 500.25 FEET TO THE POINT OF BEGINNING.

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

**UNOFFICIAL COPY**

THE UNDERSIGNED, Robert T Brandenburg and Jessica Z Brandenburg, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1201 W. 33rd Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1201 W. 33rd Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 29th day of May, 2003.

  
\_\_\_\_\_  
Robert T Brandenburg

  
\_\_\_\_\_  
Jessica Z Brandenburg

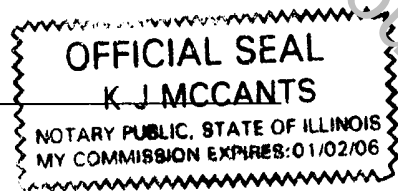
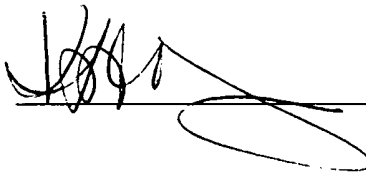


# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Robert T Brandenburg and Jessica Z Brandenburg is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

IMPRESS  
NOTARIAL SEAL  
HERE

Given under my hand and official seal, this 29th day of May, 2003. My commission expires Jan 2, 2006.



This instrument was prepared by:

Rob & Jessica Brandenburg  
MAIL TO: 1201 W. 33rd St., Chicago IL

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Jiewen Zhang & Janice Zhang,  
NOT AS JOINT TENANTS NOR AS TENANTS IN  
COMMON, BUT AS TENANTS BY THE ENTIRETY,  
herewith declare the following with respect to the Property  
described below:

Legal Description: SEE ATTACHED SHEET

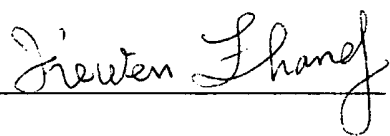
Above Space for Recorder's Use Only

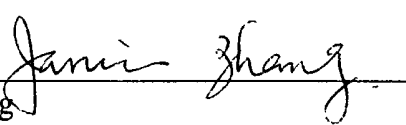
Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1203 W. 33<sup>rd</sup> Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1203 W. 33<sup>rd</sup> Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 27th day of March, 2003.

  
\_\_\_\_\_  
Jiewen Zhang

  
\_\_\_\_\_  
Janice Zhang

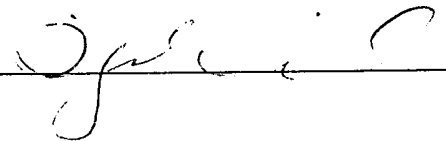
# UNOFFICIAL COPY

Property of Cook County

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Jiewen Zhang and Janice Zhang is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 27<sup>th</sup> day of March, 2003. My commission expires \_\_\_\_\_, 2003.

  
\_\_\_\_\_



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:  
\_\_\_\_\_  
\_\_\_\_\_

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Gnon Goon Chiu and Wai Mann Chiu, NOT AS TENANTS BY THE ENTIRETY NOR AS TENANTS IN COMMON, BUT AS JOINT TENANTS, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1205 W. 33rd Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1205 W. 33rd Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 20th day of October, 2003.

  
Gnon Goon Chiu

  
Wai Mann Chiu

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Gnon Goon Chiu and Wai Mann Chiu are personally known to me to be the same persons whose name are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

IMPRESS  
NOTARIAL SEAL  
HERE

Given under my hand and official seal, this 20th day of October 2003. My commission expires \_\_\_\_\_, 20\_\_\_\_.

*[Handwritten Signature]*  
\_\_\_\_\_



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO: *To - ON R/G*  
*535 W. 31st St.*  
*CHICAGO, IL 60616*

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Kai Hsu, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1207 W. 33rd Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1207 W. 33rd Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 30th day of July, 2003.

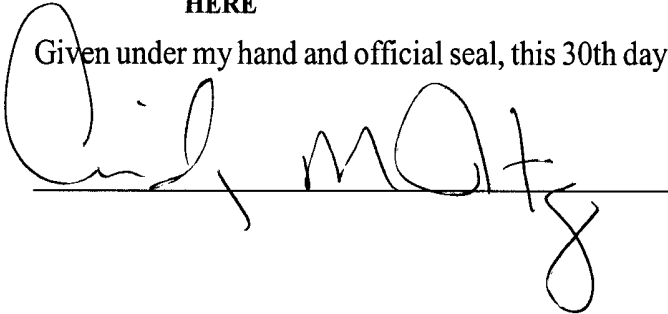
  
Kai Hsu

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Kai Hsu is personally known to me to be the same person whose name is subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 30th day of July 2003. My commission expires 3/14, 2007.





This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Christopher Dingle & Arlene Ortiz,  
NOT AS JOINT TENANTS NOR AS TENANTS IN  
COMMON, BUT AS TENANTS BY THE ENTIRETY,  
herewith declare the following with respect to the Property  
described below:

Legal Description: SEE ATTACHED SHEET

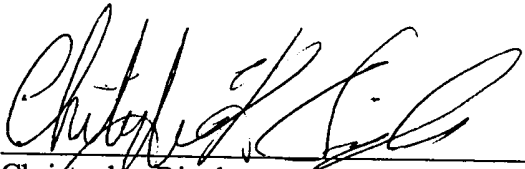
Above Space for Recorder's Use Only

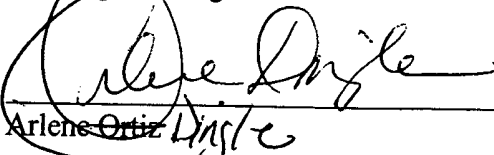
Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1209 W. 33<sup>rd</sup> Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1209 W. 33<sup>rd</sup> Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 1st day of May, 2003.

  
\_\_\_\_\_  
Christopher Dingle

  
\_\_\_\_\_  
Arlene Ortiz



# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY, that Christopher Dingle and Arlene Ortiz is personally known to me to be the same persons  
whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered  
the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 1st day of Mar, 2003. My commission expires \_\_\_\_\_,  
20\_\_\_\_.

*ORIGINAL  
NOTARIZED*

This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:  
\_\_\_\_\_  
\_\_\_\_\_

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Thomas Matthew and Janelle F. Reese, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

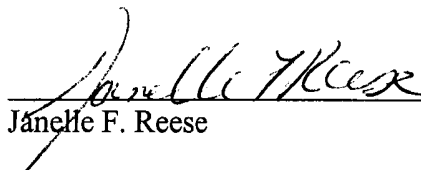
Address(es) of Real Estate: 1211 W. 33rd Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1211 W. 33rd Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 1<sup>st</sup> day of July, 2003.



Thomas Matthew



Janelle F. Reese

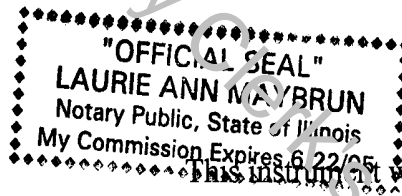
# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Thomas Matthew and Janelle F. Reese is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 1<sup>st</sup> day of July, 2003. My commission expires \_\_\_\_\_, 20\_\_\_\_.

  
\_\_\_\_\_



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET SUITE 1020  
CHICAGO, IL 60602-7350

MAIL TO:  
  
\_\_\_\_\_

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Yvette Fratzke and Christopher Kucik, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

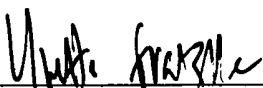
Above Space for Recorder's Use Only

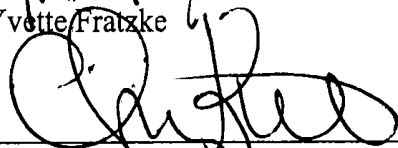
Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1213 W. 33rd Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1213 W. 33rd Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 7th day of August, 2003.

  
\_\_\_\_\_  
Yvette Fratzke

  
\_\_\_\_\_  
Christopher Kucik

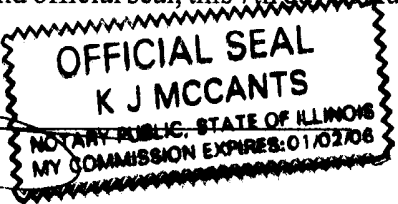
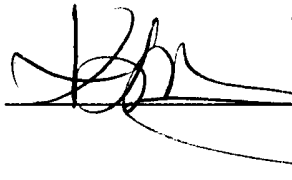
# UNOFFICIAL COPY

Property of Cook County Clerk's Office

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Yvette Fratzke and Christopher Kucik is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

IMPRESS  
NOTARIAL SEAL  
HERE

Given under my hand and official seal, this 7th day of August, 2003. My commission expires 1/2, 2006.



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, <sup>Nicole L. DeJulia</sup> ~~Nikki DeJulia~~, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET


Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1215 W. 33<sup>rd</sup> Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1215 W. 33<sup>rd</sup> Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property, this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 21st day of May, 2003.

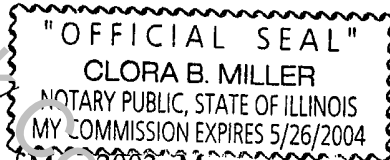
  
Nikki DeJulia  
Nicole L.

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Nikki DeJulia is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

IMPRESS  
NOTARIAL SEAL  
HERE



Given under my hand and official seal, this 21st day of May, 2003. My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

*[Handwritten Signature]*

This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

*DRANIAS, HARRINGTON & WILSON  
77 W. WASHINGTON ST. #1020  
CHICAGO, IL 60602*

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Kent Roberts and Tasha Hogue,  
NOT AS JOINT TENANTS NOR AS TENANTS IN  
COMMON, BUT AS TENANTS BY THE ENTIRETY,  
herewith declare the following with respect to the Property  
described below:

Legal Description: SEE ATTACHED SHEET

Above Space for Recorder's Use Only

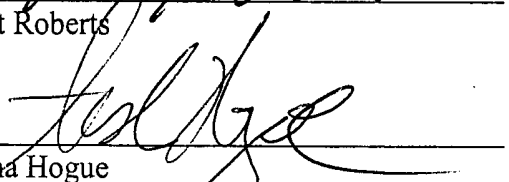
Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1217 W. 33rd Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1217 W. 33rd Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 5th day of June, 2003.

  
\_\_\_\_\_  
Kent Roberts

  
\_\_\_\_\_  
Tasha Hogue



# UNOFFICIAL COPY

Property of Cook County Clerk's Office

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Kent Roberts and Tasha Hogue is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 5th day of June, 2003. My commission expires \_\_\_\_\_, 20\_\_\_\_.

This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

**MAIL TO:** MARTIN WISENBARGER  
79 W. Monroe - Suite 810  
CHICAGO, IL 60602-4984

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Elizabeth Snyder, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

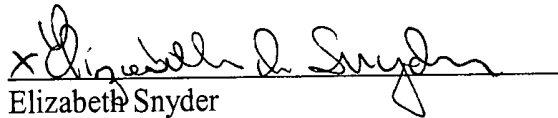
Above Space for Recorder's Use Only

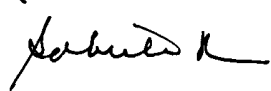
Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1217 W. 33<sup>rd</sup> Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration, dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1217 W. 33<sup>rd</sup> Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 17th day of April, 2003.

  
Elizabeth Snyder

*I hereby certify that this  
is a true and correct copy  
of the original.*  


# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Elizabeth Snyder is personally known to me to be the same person whose name is subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 17th day of April, 2003. My commission expires \_\_\_\_\_, 20\_\_\_\_.

*Patricia A. Hinders*



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
MAIL TO: 77 W. WASHINGTON ST, SUITE 1020  
CHICAGO, IL 60602

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

*Burke* THE UNDERSIGNED, Patrick T. Burke & Margaret E. ~~Clark~~, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

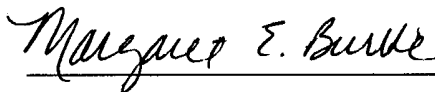
Address(es) of Real Estate: 1221 W. 33rd Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, ~~in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C.~~ (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1221 W. 33rd Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 23rd day of July, 2003.



Patrick T. Burke



Margaret E. ~~Clark~~

*Burke*

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Patrick T. Burke and Margaret E. Clark is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 23rd day of July 2003. My commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2350

MAIL TO:

\_\_\_\_\_

\_\_\_\_\_

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Winnie Lei Huang, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

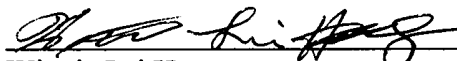
Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1223 W. 33rd Street, Chicago, in the County of Cook, State of Illinois.

The undersigned hereby acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1223 W. 33rd Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

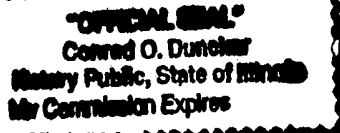
In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 22nd day of August, 2003.

  
Winnie Lei Huang

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Winnie Lei Huang is personally known to me to be the same person who name is subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

IMPRESS  
NOTARIAL SEAL  
HERE



Given under my hand and official seal, this 22nd day of August 2003. My commission expires 5/6/04

*[Signature]*  
\_\_\_\_\_

This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:  
\_\_\_\_\_

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Peter Nanos and Chris Nanos, ~~NOT~~  
~~AS TENANTS BY THE ENTIRETY NOR AS TENANTS~~  
IN COMMON, ~~BE AS JOINT TENANTS~~, herewith  
declare the following with respect to the Property described  
below:

Legal Description: SEE ATTACHED SHEET

Above Space for Recorder's Use Only


Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1225 W. 33rd Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1225 W. 33rd Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 29th day of September, 2003.

  
Peter Nanos

  
Chris Nanos



# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Peter Nanos and Chris Nanos is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 29th day of September, 2003. My commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

This instrument was prepared by:

\_\_\_\_\_

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

\_\_\_\_\_

Property of Cook County Clerk's Office

UNOFFICIAL COPY  
 CONSENT TO HOMEOWNER'S

## DECLARATION AND RESUBDIVISION

THE UNDERSIGNED, Marla Ford, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1227 W. 33rd Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1227 W. 33rd Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 15th day of September, 2003.

*Marla Ford*

Marla Ford

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Marla Ford is personally known to me to be the same person whose name is subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

IMPRESS  
NOTARIAL SEAL  
HERE

Given under my hand and official seal, this 15th day of September, 2003. My commission expires 7-2, 2007.

*Dorothy A Cammon*  
\_\_\_\_\_



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:  
\_\_\_\_\_

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Manuel Rios and Christine M. Rios, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1229 W. 33rd Place, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1229 W. 33rd Place, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

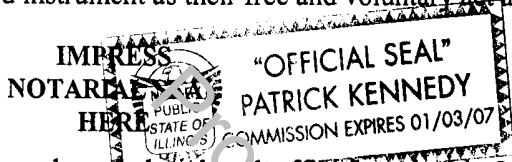
In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 23rd day of September, 2003.

  
\_\_\_\_\_  
Manuel Rios

  
\_\_\_\_\_  
Christine M. Rios

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Manuel Rios and Christine M. Rios is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.



Given under my hand and official seal, this 23rd day of September, 2003. My commission expires \_\_\_\_\_, 20\_\_.

*Patrick Kennedy*  
\_\_\_\_\_

This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:  
\_\_\_\_\_  
\_\_\_\_\_

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Mark W. Leung, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

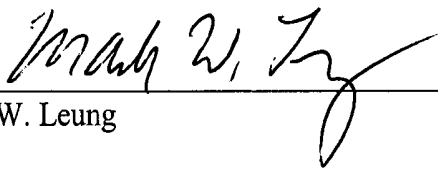
Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1231 W. 33rd Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1231 W. 33rd Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 23<sup>rd</sup> day of October, 2003.

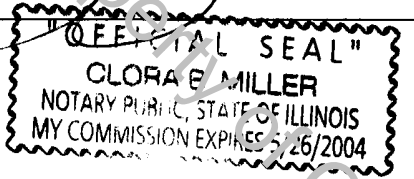
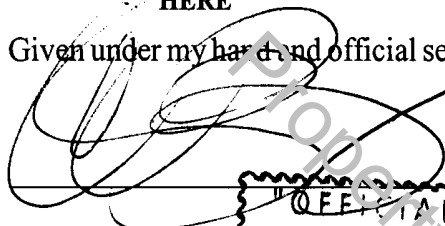
  
\_\_\_\_\_  
Mark W. Leung

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Paul Chin and Amy F. Chin is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

IMPRESS  
NOTARIAL SEAL  
HERE

Given under my hand and official seal, this 23<sup>rd</sup> day of October 2003. My commission expires \_\_\_\_\_, 20\_\_\_\_.



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**

77 WEST WASHINGTON STREET, SUITE 1020

CHICAGO, IL 60602-2850

MAIL TO:

Cook County Clerk's Office

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, John Chu, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET


Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1233 W. 33rd Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration, dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1233 W. 33rd Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 11th day of November, 2003.

  
John Chu



# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John Chu is personally known to me to be the same person whose name is subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 11th day of November 2003. My commission expires \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_

This instrument was prepared by:

\_\_\_\_\_

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

\_\_\_\_\_

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Emmett O'Hara and Corine O'Hara, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

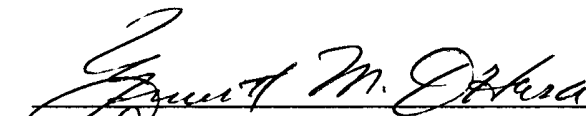
Above Space for Recorder's Use Only


Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 3301 South Throop Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 3301 South Throop Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 27th day of February, 2004.

  
Emmett M. O'Hara

  
Corine A. O'Hara

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Emmett M. O'Hara and Corine A. O'Hara are personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

IMPRESS  
NOTARIAL SEAL  
HERE

*18 March*

Given under my hand and official seal, this 18th day of February, 2004. My commission expires \_\_\_\_\_, 20\_\_\_\_.



*Emmett M. O'Hara*  
\_\_\_\_\_

This instrument was prepared by:

\_\_\_\_\_  
*Corine O'Hara*  
MAIL TO: *3528 N Ashland Ave*  
*Chicago IL 60657*  
\_\_\_\_\_

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Barbara Carten, herewith declares the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 3307 S. Throop Street, Unit 21, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 3307 S. Throop Street, Unit 21, Chicago, Illinois, which is legally described in the attached sheet (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 4th day of May 2004.

*Barbara Carten*

Barbara Carten



**UNOFFICIAL COPY**

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY, that Barbara Carten is personally known to me to be the same person whose name is subscribed on the  
foregoing instrument, appeared before me this day in person, she signed and delivered the said instrument as her free and  
voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**



Given under my hand and official seal, this 4th day of May 2004 My commission expires \_\_\_\_\_, 20\_\_\_\_.

*Barbara Carten*  
\_\_\_\_\_



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

\_\_\_\_\_  
MAIL TO:  
\_\_\_\_\_

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Wesley M. Wilson and Jennifer L. Oliver, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET


Above Space for Recorder's Use Only


Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 3309 S. Throop Street, Lot 22, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 3309 S. Throop Street, Lot 22, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 15th day of April, 2004.

  
Wesley M. Wilson

  
Jennifer L. Oliver

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Wesley M. Wilson and Jennifer L. Oliver are personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, they signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 15th day of April 2004. My commission expires \_\_\_\_\_, 20\_\_\_\_.

*[Handwritten Signature]*

This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO: *3309 S. THROOP  
CHICAGO, IL 60608*



Property of Cook County Clerk's Office

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

**UNOFFICIAL COPY**

THE UNDERSIGNED, Peggy Walsh and Joseph Walsh,  
NOT AS JOINT TENANTS NOR AS TENANTS IN  
COMMON, BUT AS TENANTS BY THE ENTIRETY,  
herewith declare the following with respect to the Property  
described below:

Legal Description: SEE ATTACHED SHEET

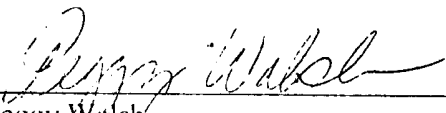
Above Space for Recorder's Use Only

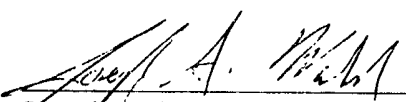
Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 3111 S. Throop, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 28, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 28, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 3111 S. Throop, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 28, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 28, 2003, provided that the same is recorded on or before February 28, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 28, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 28th day of February, 2003.

  
\_\_\_\_\_  
Peggy Walsh

  
\_\_\_\_\_  
Joseph Walsh



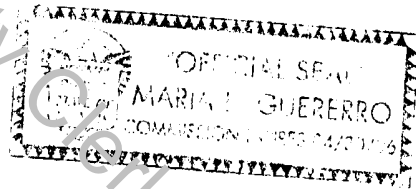
# UNOFFICIAL COPY

Property of Cook County Clerk's Office

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Peggy Walsh and Joseph Walsh is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 28th day of February, 2003. My commission expires \_\_\_\_\_, 20\_\_\_\_.



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UNOFFICIAL COPY

CONSENT TO HOMEOWNER'S

DECLARATION AND RESUBDIVISION

THE UNDERSIGNED, Lisa B. Snyder, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

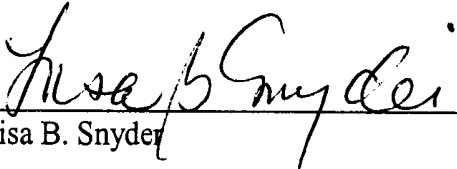
Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 3313 S. Throop Street, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 3313 S. Throop Street, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 1st day of October, 2003.

  
 Lisa B. Snyder

# UNOFFICIAL COPY

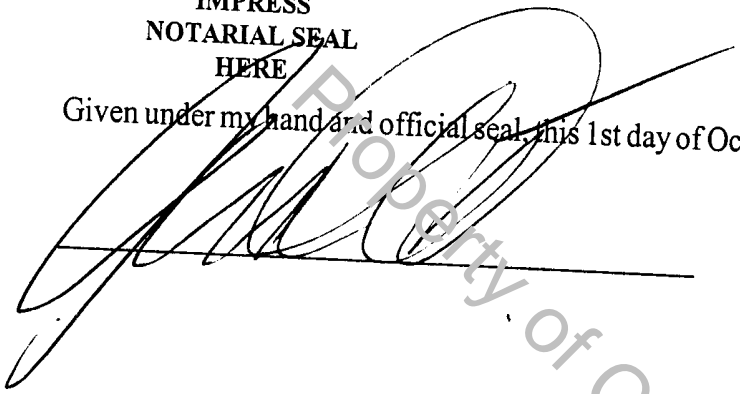
State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY, that Lisa B. Snyder is personally known to me to be the same persons whose name is subscribed on the  
foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as her free and  
voluntary act and deed, for the uses and purposes therein set forth.

IMPRESS  
NOTARIAL SEAL  
HERE

Given under my hand and official seal, this 1st day of October 2003. My commission expires

~~10-3-2003~~

5/14/06



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:



Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Arol Augsburger & Stephanie L. Augsburger, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

Above Space for Recorder's Use Only


Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 3315 S. Throop, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 3315 S. Throop, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

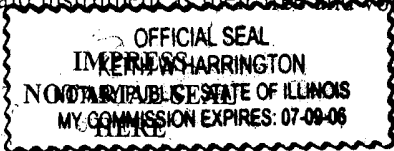
In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 18th day of February, 2003.

  
Arol Augsburger

  
Stephanie L. Augsburger

# UNOFFICIAL COPY

State of Illinois, County of Cook ss: I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Arol Augsburg and Stephanie L. Augsburg is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.



Given under my hand and official seal, this 18th day of February, 2003. My commission expires \_\_\_\_\_, 20\_\_\_\_.

*Imkerris Harrington*

This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Dennis Mergen and Joann Mergen,  
NOT AS JOINT TENANTS NOR AS TENANTS IN  
COMMON, BUT AS TENANTS BY THE ENTIRETY,  
herewith declare the following with respect to the Property  
described below:

Legal Description: SEE ATTACHED SHEET

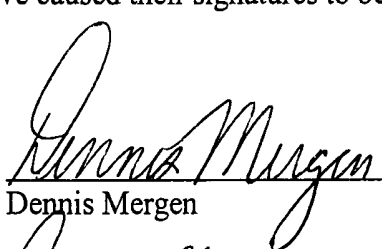
Above Space for Recorder's Use Only

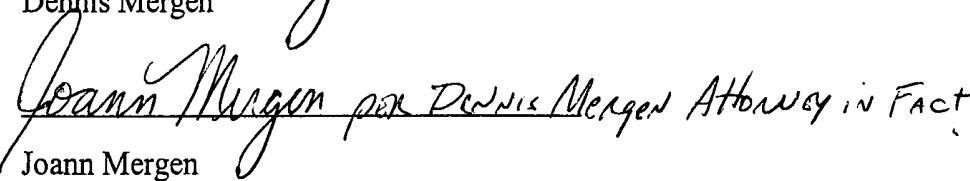
Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1232 W. 33rd Place, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1232 W. 33rd Place, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 20th day of October, 2003.

  
Dennis Mergen

  
Joann Mergen

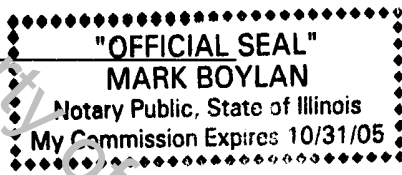
per Dennis Mergen Attorney in Fact

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Dennis Mergen and Joann Mergen are personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

IMPRESS  
NOTARIAL SEAL  
HERE

Given under my hand and official seal, this <sup>27</sup>20th day of October, 2003. My commission expires \_\_\_\_\_, 20\_\_\_\_.



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Christy E. Coco and Richard L. Cancel, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET


Above Space for Recorder's Use Only


Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1230 W. 33<sup>rd</sup> Place, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1230 W. 33<sup>rd</sup> Place, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 25th day February, 2004.

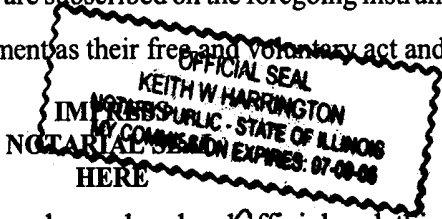
  
\_\_\_\_\_  
Christy E. Coco

  
\_\_\_\_\_  
Richard L. Cancel



# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Chrsity E. Coco and Richard L. Cancel are personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.



Given under my hand and official seal, this 25th day of February, 2004. My commission expires \_\_\_\_\_, 20\_\_\_\_.

*[Handwritten Signature]*  
\_\_\_\_\_

This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:  
\_\_\_\_\_

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Mark W. Putnam and J. Adare Putnam, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET


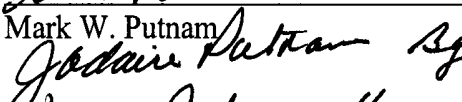

Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1228 W. 33<sup>rd</sup> Place, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1228 W. 33<sup>rd</sup> Place, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 24th day February, 2004.

  
 \_\_\_\_\_  
 Mark W. Putnam  
  
 \_\_\_\_\_  
 J. Adare Putnam  
  
 \_\_\_\_\_  
 J. Adare Putnam

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY, that Mark W. Putnam and J. <sup>ADRIE</sup> Putnam are personally known to me to be the same persons whose  
names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said  
instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.



Given under my hand and official seal, this 24th day of February, 2004. My commission expires 4/26, 2006.

*[Handwritten Signature]*

This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION

THE UNDERSIGNED, Christine M. Bucher and James G. Bucher, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Doc#: 0334602055  
Eugene "Gene" Moore Fee: \$50.00  
Cook County Recorder of Deeds  
Date: 12/12/2003 07:51 AM Pg: 1 of 3

Legal Description: SEE ATTACHED SHEET

Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1226 W. 33rd Place, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1226 W. 33rd Place, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 26th day of August, 2003.

*Christine M. Bucher by [Signature]*  
*per Attorney in Fact*  
Christine M. Bucher

*[Signature]*  
James G. Bucher

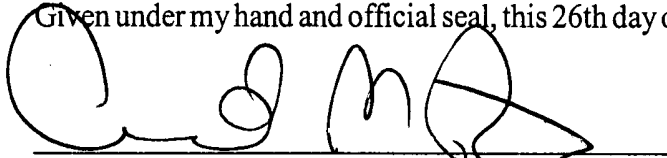
**BOX 333-CTI**

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Christine M. Bucher and James G. Bucher is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

IMPRESS  
NOTARIAL SEAL  
HERE

Given under my hand and official seal, this 26th day of August 2003. My commission expires 9/14, 2007.



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

---

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Victor Reyes Celia Reyes, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET


Above Space for Recorder's Use Only


Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1224 W. 33rd Place, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1224 W. 33rd Place, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 30th day of June, 2003.

  
\_\_\_\_\_  
Victor Reyes

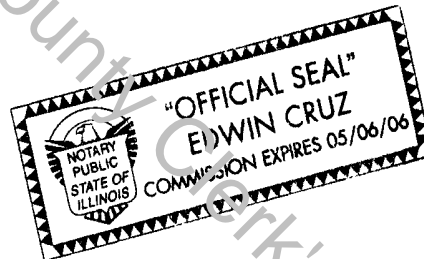
  
\_\_\_\_\_  
Celia Reyes

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY, that Victor Reyes and Celia Reyes is personally known to me to be the same persons  
whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered  
the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 30th day of June, 2003. My commission expires 5/6, 2006.



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Matthew D. Baumann and Dawn C. Baumann, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

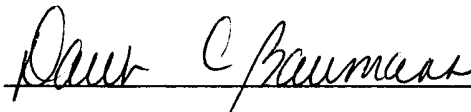
Address(es) of Real Estate: 1220 W. 33rd Place, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1220 W. 33rd Place, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 27th day of August, 2003.



Matthew D. Baumann



Dawn C. Baumann



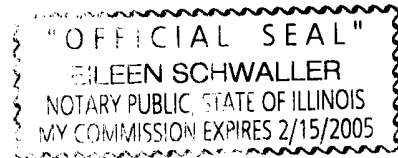
# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Matthew D. Baumann and Dawn C. Baumann is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 27th day of August 2003. My commission expires 8-27, 2003





This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property of Cook County Clerk's Office

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

**UNOFFICIAL COPY**

THE UNDERSIGNED, Phyllis Tom and Keane Tom, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate 1218 W. 33rd Place, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1218 W. 33rd Place, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2004. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2004. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

RV  
KT  
2004

2004 KT [Signature]

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 25th day of November, 2003.

Phyllis Tom  
Phyllis Tom

Keane Tom  
Keane Tom

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY, that Phyllis Tom and Keane Tom is personally known to me to be the same persons whose names are  
subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument  
as their free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 25th day of November 2003. My commission expires \_\_\_\_\_,  
20 03.

*[Handwritten Signature]*

◆◆◆◆◆  
"OFFICIAL SEAL"  
◆ BRIDGET G. CIECHANOWSKI ◆  
◆ Notary Public, State of Illinois ◆  
◆ My Commission Expires 4/17/04 ◆  
◆◆◆◆◆

◆◆◆◆◆  
"OFFICIAL SEAL"  
◆ BRIDGET G. CIECHANOWSKI ◆  
◆ Notary Public, State of Illinois ◆  
◆ My Commission Expires 4/17/04 ◆  
◆◆◆◆◆

This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

PROPERTY OF COOK COUNTY CLERK'S OFFICE

**UNOFFICIAL COPY****CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Charles W. Busch and Anne M. Schreiber, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

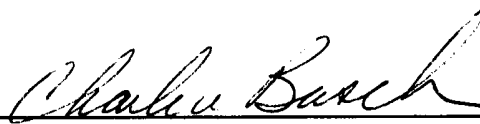
Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): 17-32-116-025-0000

Address(es) of Real Estate: 1214 W. 33rd Place, Unit 34, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1214 W. 33rd Place, Unit 34, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this October 1, 2004.



Charles W. Busch



Anne M. Schreiber

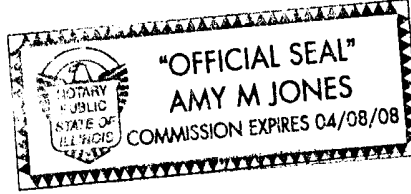
# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Charles W. Busch and Anne M. Schreiber are personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, they signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

IMPRESS  
NOTARIAL SEAL  
HERE

Given under my hand and official seal, this October 1, 2004. My commission expires \_\_\_\_\_, 20\_\_\_\_.

*[Handwritten Signature]*



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Xiulong Xu and Xiao Rui Li, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

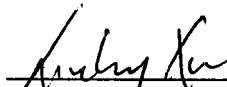
Above Space for Recorder's Use Only

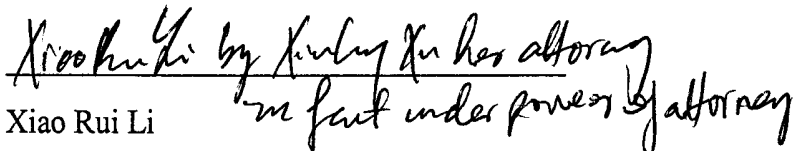
Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1212 W. 33rd Place, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1212 W. 33rd Place, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 29th day of August, 2003.

  
Xiulong Xu

  
Xiao Rui Li

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Xiulong Xu and Xiao Rui Li is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

Given under my hand and official seal, this 29th day of August 2003. My commission expires \_\_\_\_\_,  
20\_\_\_\_.

*Maria E. Guerrero*



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO:

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Hector Castro and Olga Gachancipa, NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

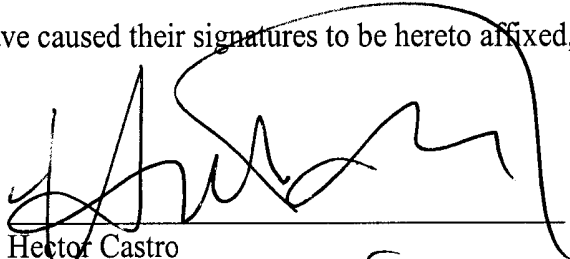
Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1210 W. 33rd Place, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1210 W. 33rd Place, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 12th day of September, 2003.

  
Hector Castro

  
Olga Gachancipa

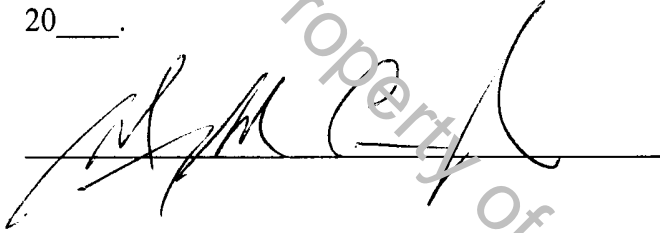


# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Hector Castro and Olga Gachancipa is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

**IMPRESS  
NOTARIAL SEAL  
HERE**

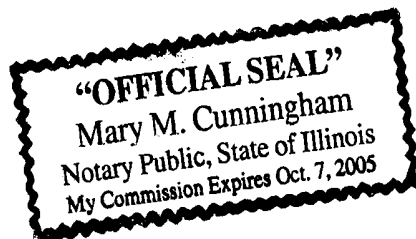
Given under my hand and official seal, this 12th day of September 2003. My commission expires \_\_\_\_\_,  
20\_\_\_\_.



This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2850

MAIL TO: *Buyer*



Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Jose G. Ruiz and Sandra J. Ruiz,  
NOT AS JOINT TENANTS NOR AS TENANTS IN  
COMMON, BUT AS TENANTS BY THE ENTIRETY,  
herewith declare the following with respect to the Property  
described below:

Legal Description: SEE ATTACHED SHEET

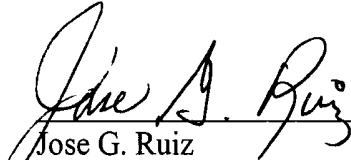
Above Space for Recorder's Use Only

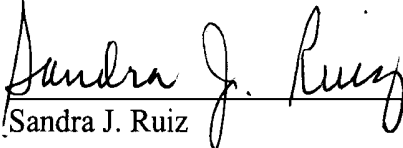
Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1208 W. 33rd Place, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1208 W. 33rd Place, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 20th day of June, 2003.

  
\_\_\_\_\_  
Jose G. Ruiz

  
\_\_\_\_\_  
Sandra J. Ruiz

# UNOFFICIAL COPY

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Jose G. Ruiz and Sandra J. Ruiz is personally known to me to be the same persons whose names are subscribed on the foregoing instrument, appeared before me this day in person, (s)he signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.



Given under my hand and official seal, this 20th day of June, 2003. My commission expires \_\_\_\_\_, 20\_\_\_\_.

*[Handwritten Signature]*

\_\_\_\_\_

MAIL TO:

\_\_\_\_\_

This instrument was prepared by:

**DRANIAS, HARRINGTON & WILSON**  
77 WEST WASHINGTON STREET, SUITE 1020  
CHICAGO, IL 60602-2350

**UNOFFICIAL COPY**

**CONSENT TO HOMEOWNER'S  
DECLARATION AND RESUBDIVISION**

THE UNDERSIGNED, Robert C. Vagnieres Jr., NOT AS JOINT TENANTS NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, herewith declare the following with respect to the Property described below:

Legal Description: SEE ATTACHED SHEET

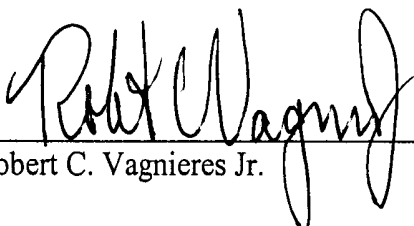
Above Space for Recorder's Use Only

Permanent Real Estate Index Number(s): SEE ATTACHED SHEET

Address(es) of Real Estate: 1206 W. 33rd Place, Chicago, in the County of Cook, State of Illinois.

The undersigned herewith acknowledge the contemplated subsequent recording of the Bridgeport Village Homeowner's Declaration dated February 18, 2003 and the Bridgeport Village Resubdivision, in such form and content as determined by JS II, L.L.C. in its sole discretion, and as amended from time to time by JS II, L.L.C. (respectively hereinafter called the "Homeowner's Declaration and Resubdivision"), on or before February 18, 2008, and consent on behalf of themselves, their assigns, their successors in interest, and their transferees, to subject the property commonly known as 1206 W. 33rd Place, Chicago, Illinois, which is legally described in the attached sheet, (hereinafter the "subject property") to the terms and conditions of the Homeowner's Declaration and Resubdivision, provided that the same is recorded on or before February 18, 2008. The undersigned further consent on behalf of themselves, their assigns, successors in interest, and their transferees that the recordation of the Homeowner's Declaration and Resubdivision shall have retroactive effect to 12:00 a.m. February 18, 2003, provided that the same is recorded on or before February 18, 2008. In no event shall the foregoing consent have effect if the Homeowner's Declaration and Resubdivision is not recorded on or before February 18, 2008. In connection with the foregoing consent, the undersigned herewith state their agreement to cooperate fully with the recordation of the Homeowner's Declaration and Resubdivision, which includes their agreement to execute such additional documents or instruments as JS II, L.L.C. may request to effectuate the same as well as to ensure that the terms and conditions of the same encompass, govern, run with and inure to the benefit of the subject property; this consent and agreement shall run with the subject property as a binding covenant with respect to all assigns, successors in interest and transferees.

In Witness Whereof, the Undersigned have caused their signatures to be hereto affixed, this 17th day of July, 2003.

  
\_\_\_\_\_  
Robert C. Vagnieres Jr.