UNOFFICIAL COMPANIENT

Doc#: 0704739070 Fee: \$26.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/16/2007 11:22 AM Pg: 1 of 2

<u>COVENANT</u>

Know all men by these presents that the undersigned Mayfair THC LLC, an Illinois Limited Liability Company as owner as aforesaid of the title to the property legally described as follows:

Legal Description

THE EAST 2.00 FEET OF LOT 11 AND LOTS 12, 13 AND 14 (EXCEPT THE NORTH 34.00 FEET THEREO! AND EXCEPTING THOSE PARTS OF LOTS 13 AND 14 DEDICATED FOR PUBLIC ALLEADING BLOCK 54 IN LOMBARD'S ADDITION TO MONTROSE, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNS'41? 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WEST OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN COOK COUNTE, ILLINOIS.

Commonly known as:

4654 W. Berteau Ave.

4646 W. Verteau Ave.

4652 W. Berteau Ave.

4644 W. Bertan Ave.

4650 W. Berteau Ave.

PIN 13-15-310-008-0000 (Affects Lots 10 through 14)

Does herby covenant and agree for itself, its successors and essigns that the maintenance and repair of the common lines located anywhere on the property from the point of connection to the sewer main the public street shall be the responsibility of the owners of the 5 single family homes to be constructed as approved by the City of Chicago, as amended from time to time, and shall not be the responsibility of the City of Chicago. It is agreed that the operation and maintenance of the grounds to provide on-site storm water retention in open areas and across private yards shall be the responsibility of the owners of the single family homes to be constructed on the site and shall not be the responsibility of the City of Chicago. Each owner grants and courses to each adjacent owner the perpetual right and easement to discharge surface storm drainage and runoff from the grantee's open areas and private yards upon and across the surface of the granter's open areas and private yards.

No owner shall alter or permit the alteration of the surface of open areas or private yards or storm water retention systems if the alteration would increase the flow of surface water onto an adjacent lot. It is further granted that the City of Chicago, including its water management department, water section shall have full right and authority to access all services valves and water meters wheresoever located on the property. The undersigned further states that this covenant shall run with the land and shall be binding upon all subsequent grantees. This covenant is made to induce the City of Chicago to furnish sewer and water services to the above described premises.

This instrument is executed by Mayfair THC LLC, as owner. All the terms provisions, stipulations, covenants and conditions to be performed by Mayfair THC LLC are undertaken by it solely as owner, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be constructed accordingly, and no personal liability shall be

0704739070 Page: 2 of 2

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Covenant Mayfair Crossing Page 2 of 2

asserted or be enforceable against Mayfair THC LLC by reason of any terms, provisions, stipulations, covenants and/or statements contained in this instruments.

Date: February 12, 2006

This document prepared by and return to:

J. Paul Bertsche Esq. 3880 N. Milwaure, Ave. Chicago, IL 60641

Mayfair THC LLC

Managing Member

Paul Bertsche, W

Subscribed and sworn to before me

e. The Or Cook County Clark's Office