



Doc#: 0705718049 Fee: \$238.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/26/2007 02:36 PM Pg: 1 of 50

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS EASEMENTS AND HOMEOWNERS' ASSOCIATION

ODE TO PETERSON CLASSIC TOWNHOME ASSOCIATION

This Declaration (the "Declaration") is made this 22 day of February, 2007, by Solo Development Group III, LLC, an Illinois limited liability company (hereinafter referred to as "Developer"), as owner of all the real property subject to this Declaration, which property is described in the legal description appearing in Exhibit A, attached hereto and made a part hereof (the "Property"), which Property is located in Cook County, Illinois.

WHEREAS, the Developer holds fee simple title to the Property;

WHEREAS, for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting the Property, on which Developer plans to construct a community of townhouse residences, Developer declares that the Property and each part of it is and shall henceforth be held, sold and conveyed in fee simple, and subject to the covenants, conditions, restrictions and easements hereinafter set forth, for the benefit of the Property, each part thereof and each present and future owner thereof, during the term of this Declaration. The covenants, conditions, restrictions and easements hereinafter set forth constitute covenants running with the land and are binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns. None of the provisions of this Declaration shall limit or prevent (i) Developer's development of the Property and construction of improvements on the Property or (ii) Developer's right to maintain model homes, construction, sales or similar offices and facilities, and signs incidental to the construction and sales on the Property owned by Developer or (iii) Limit the Developers right to add additional property to this DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS EASEMENTS AND HOMEOWNERS' ASSOCIATION

NOW, THEREFORE, Developer hereby establishes a homeowners' association to

AT 5368193 DEK

UNOFFICIAL COPY

govern, control and maintain the Property and every part thereof and to provide for the use and maintenance of the Property and every part thereof, all as more fully set forth in this Declaration.

Article 1 **Definitions**

Section 1. "Articles" shall mean the Articles of Incorporation of Ode to Peterson's Classic Homeowners' Association, an Illinois not-for-profit corporation.

Section 2. "Association" shall mean **ODE TO PETERSON CLASSIC TOWNHOME ASSOCIATION**, an Illinois not-for-profit corporation.

Section 3. "Board" shall mean the Board of Directors of the Association.

Section 4. "Bylaws" shall mean the rules and regulations found throughout this document.

Section 5. "Common Areas" shall mean all the real property and any improvements thereon owned by the Association for the common use, enjoyment and convenience of the members of the Association. Such Common Areas shall include the Private Driveway and the Association Retention System (as hereinafter defined), of which the Common Areas are legally described on the Survey of the Property (as hereinafter defined and attached as exhibit B).

Section 6. "Common Expenses" shall mean those expenses which shall be divided on a pro rata basis equally between each Person.

Section 7. "County" shall mean the governing body of the County of Cook, State of Illinois.

Section 8. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, Easements and Homeowners' Association.

Section 9. "Developer" shall mean Solo Development Group III, LLC, and its successors and assigns who are specifically assigned the respective rights and obligations of Developer hereunder. Developer's successors and assigns shall not include subsequent owners or other persons who purchase individual units for use as single family residences.

Section 10. "Directors" shall mean the members of the Board.

Section 11. "Dwelling Unit Exterior" shall mean the exterior walls, roof, eaves, garage door, fencing, foundations, steps, and other such exterior areas as may contribute to the overall design and construction uniformity of the Property.

Section 12. "Easement for Landscaping and Maintenance" shall mean that easement which is the subject of Article 5 hereof.

UNOFFICIAL COPY

Section 13. "Easement Property" shall mean that portion of the Property subject to the Easement for Landscaping and Maintenance.

Section 14. "Improvements" shall mean and include buildings, outbuildings, roads, driveways, pedestrian walkways, parking areas, outdoor lighting, fences, gates, screening walls, barriers, retaining walls, stairs, decks, transformers, windbreaks, hedges, lawns, ponds, sidewalks, planted trees and shrubs, plantings, poles, signs, loading areas, and all other structures or landscaping improvements of every type and kind present, constructed or maintained on the Common Areas and the Easement Property.

Section 15. "Dwelling Unit or Unit" shall mean a lot or unit of record which is part of the Property, the size and dimension of which shall be established by the legal description in the deed conveying such Unit and shall be described in the survey attached as Exhibit B.

Section 16. "Member" shall mean any person or entity who is (i) a record owner of a fee or undivided fee interest in any Unit which is subject to assessment by the Association, including a contract seller of a Unit; or (ii) a beneficiary of a land trust which is the record owner of a Unit subject to assessment by the Association. Members shall be members of the Association. "Member" is not intended to include (A) a person or entity who holds an interest in a Unit merely as security for the performance of an obligation or (B) the trustee of a land trust. joint tenants, tenants in common and all beneficiaries of land trusts holding title to any Unit subject to assessment by the Association are and shall be Members.

Section 17. "Membership" shall mean the rights to belong to and participate in the Association which are appurtenant to and may not be separated from ownership of each Unit subject to assessment by the Association. There is and shall be one (1) Membership per Unit subject to assessment by the Association.

Section 18. "Mortgage" shall mean either a mortgage or deed of trust creating a lien against a Unit or all or a portion of the Property given to secure an obligation of the Developer or Subsequent owner of such Unit or portion of the Property.

Section 19. "Officers" shall mean the officers of the Association elected by the Board.

Section 20. "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 21. "Private Driveway" shall mean the Private Driveway, the Private Sidewalk the Trash Enclosure and the Green Space between buildings, which are owned by the Association and are more particularly described in the survey attached hereto as Exhibit B.

Section 22. Intentionally Deleted.

Section 23. "Retention System" shall mean the underground water retention system dedicated for the retention of water. This shall be considered part of the common elements and shall be maintained by the Association.

UNOFFICIAL COPY

Section 24. "Survey" shall mean that certain survey dated January 23, 2007 by Landmark Engineering Corporation Attached as Exhibit B.

Section 25. "Turnover Date" shall mean the date on which Developer relinquishes control of the Association and the matters within control of the Board and the Association as more fully set forth in Article 2, Section 5.

Article 2

Homeowners' Association

Section 1. Formation. The Developer shall form an Illinois not-for-profit corporation to be known as *Ode to Petersons Classic Homeowners Association* which shall govern, control and maintain the Property and every part thereof and shall provide for the use and maintenance of the Property and every part thereof, all as more fully set forth in this Declaration.

Section 2. Membership. Fee ownership of each Unit subject to assessment by the Association is the sole qualification of Membership. Nothing herein contained shall be interpreted to exclude Developer from Membership while it or its successors in interest, if any, owns one or more Units.

Section 3. Voting. From and after the Turnover Date, each Member shall have one vote on each matter submitted to a vote of the Association. When fee title to a Unit is held in joint tenancy, tenancy in common, otherwise by more than one person, or when there is more than one beneficiary of a land trust holding title to a Unit (each of whom is a Member), only one vote may be cast for that Unit's Membership, said vote to be exercised as those multiple Members may determine, except that each vote must be cast, if cast at all, as a whole and not as a fraction. When a Member casts a vote representing the Membership of that Member's Unit, it will be conclusively presumed for all purposes that the Member acted with the authority and consent of all other Members with an interest in that Unit. A Member may not exercise its vote on behalf of that Member's Unit if the assessments for the corresponding Unit are not then paid to date. Developer shall have one vote for each Unit it owns or holds the beneficial interest of a land trust owning a Unit.

Section 4. Board of Directors. The Association shall have a Board of not less than three (3) Directors who shall be elected by the Membership at such intervals as the Articles and the Bylaws shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the Bylaws, and that until the Turnover Date the first Board and subsequent Boards shall be appointed by the Developer and shall be three (3) in number.

(a) Officers. The Association shall have such Officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board.

UNOFFICIAL COPY

(b) Board Powers. Until the Turnover Date, neither this Declaration, the Articles nor the Bylaws shall be amended, modified or changed in any way to diminish the authority of the Board or the rights of Developer without the prior written consent of the Developer. Except as expressly otherwise provided by the Articles or Bylaws, all power and authority to act on behalf of the Association and to adopt rules and regulations governing the administration of the Property, both pursuant to this Declaration and otherwise, shall be vested in the Board, from time to time, and the Officers under the direction of the Board, and shall not be subject to any approval by the Membership. Prior to the appointment of the first Board, the Developer may exercise all rights, powers and privileges, and act in the capacity of the Board and may perform all of its functions as set forth in this Declaration and in the Bylaws. Pursuant to this Declaration, the Board shall constitute the final administrative authority, and all decisions of the Board with respect to the administration of the Property shall be binding. All rights, titles and obligations vested or imposed upon the Association by this Declaration shall be held and performed by the Board. The Bylaws shall be consistent with, and shall not modify, the terms of this Declaration.

(c) Indemnification. The Articles and Bylaws may include such added provisions for the protection and indemnification of the Directors and the Officers as shall be permissible by law. The Directors and the Officers shall not be liable to the Members or the Membership or others for any mistake of judgment or any acts or omissions made in good faith as such Directors or Officers. The Members and the Membership shall indemnify and hold harmless each of such Directors and Officers against all contractual liability arising out of contracts made by such Directors or Officers on behalf of the Members, the Membership or the Association, unless any such contracts shall have been made in bad faith or intentionally contrary to the provisions of this Declaration. The liability of any Member or the Membership arising out of any such contract made by the Directors or Officers or out of the aforesaid indemnity in favor of the Directors and Officers to the extent not covered by insurance, shall be limited to such Membership's proportionate share of the total liability.

Section 5. Developer's Authority; Turnover Date. Developer shall, through the Board appointed by it in accordance with Section 4 of this Article, exercise control over all Association matters until the first to occur of (a) twenty (20) years from the date this Declaration is recorded by the Recorder of Deeds of Cook County, Illinois, (b) the individual sale and conveyance of legal or equitable title to all of the Units to Members other than Developer or a successor developer, or (c) Developer elects to voluntarily turnover to the Membership the authority to elect the Directors having conveyed over 51% of the unit ownership which election shall be evidenced by Developer executing and recording in the Office of the Recorder of Deeds of Cook County, Illinois, an instrument setting forth its intention to so turn over its authority under this Declaration. The date upon which the authority to elect the Directors passes to the Membership through the occurrence of any of the above events, shall be hereinafter referred to as the "Turnover Date."

Section 6. Conveyance of Common Areas and Improvements. If not sooner conveyed, then, on the Turnover Date, Developer shall convey to the Association, and the Association shall

UNOFFICIAL COPY

accept, the Common Areas and Improvements to be owned by the Association hereunder, and the Association shall undertake to maintain, pursuant to the terms hereof, the Common Areas and Improvements. Anything to the contrary contained herein notwithstanding, Developer reserves the right to convey portions of or the entire Common Areas and Improvements from time to time to the Association as it sees fit. From and after such conveyance(s), (i) the Association shall be responsible for all maintenance, general real estate taxes, and any other obligations and expenses pertaining to the Common Areas and Improvements, whether set forth herein or otherwise, and (ii) Developer shall be relieved of those obligations which it has borne, including the obligation to pay real estate taxes not due and payable at the time of the conveyance(s).

Section 7. Meetings of the Membership.

(a) **First Meeting.** The first meeting of the Membership shall be held not later than thirty (30) days after the Turnover Date at a place within the Property or within Cook County, Illinois. Developer shall cause written notice to be sent of such first meeting not less than fifteen (15) days in advance of such meeting. All Members may attend the first meeting and any subsequent meetings.

(b) **Annual Meeting.** After the first meeting of the Membership, annual meetings shall be held on the second Tuesday of November as designated by written notice by the Board to the Members not less than ten (10) days and not more than sixty (60) days prior to the meeting. The notice shall specify the date, time and place of the meeting.

(c) **Special Meetings.** Special meetings of the Board or the Membership may be called at any reasonable time and place by written notice from the Board to the Membership after request for such meetings by either (i) a majority of the Directors, (ii) twenty-five (25%) percent of the Membership requesting so in writing and specifying the matters to be discussed at such meeting, or (iii) Developer, so long as Developer owns at least one Unit.

(d) **Quorum.** Meetings of the Membership shall have a quorum to conduct business when twenty-five (25%) percent of the Membership is represented at the meeting. Meetings of the Board shall have a quorum to conduct business when a majority of the Directors are present.

Section 8. Association Powers and Duties. The Association, through the Board, shall have the following powers and duties:

(a) To accept delivery of and hold title to, maintain and otherwise manage the Common Areas and the Improvements, any facilities, improvements and landscaping thereon, and all other property acquired by the Association or which the Association agrees to maintain. The Association shall accept title to such property free and clear of all liens and encumbrances except (i) general and special real property taxes not yet due and payable, (ii) this Declaration and all amendments thereto, (iii) easements of record, (iv) other restrictions of record at the time the property is conveyed to the Association, and (v) liens and encumbrances created pursuant to acts of or suffered by the Association.

UNOFFICIAL COPY

- (b) To employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provide that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first meeting of the Membership after such appointment.
- (c) To establish and maintain a working capital and contingency fund in an amount to be determined by the Board.
- (d) To maintain the Common Areas, Improvements and Dwelling Units as provided in Article 6 hereof.
- (e) At its option, to do anything necessary or desirable in the judgment of the Board to keep the Common Areas and Improvements in proper appearance and in good order and repair. The foregoing rights shall not apply to any Unit or other portion of the Property owned by Developer.
- (f) To make such improvements to the Common Areas and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Membership present at the meeting where such vote is taken, or voting by proxy in accordance with the Bylaws, and acting in accordance with the Articles and Bylaws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Common Areas and Improvements in good condition and repair or making necessary improvements thereto.
- (g) To enforce the obligations of Members to observe all of the covenants set forth herein.
- (h) To provide for the enforcement of the provisions of this Declaration.
- (i) To exercise all powers and duties of not-for-profit corporations pursuant to the General Not-For-Profit Corporation Act of Illinois as amended from time to time, or its equivalent, and exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Membership by the Articles, this Declaration or Bylaws.
- (j) To levy assessments in accordance with Article 3 of this Declaration.
- (k) To maintain the insurance policies in accordance with Article 4 of this Declaration.
- (l) To convey, upon dissolution of the Association, the assets of the Association to the Members as tenants in common in equal shares per Membership.

All funds collected by the Board shall be held and expended for the purposes designated

UNOFFICIAL COPY

in this Declaration and the Bylaws, and shall be held for the benefit of the Developer and all other Members for so long as they are Members. Said funds shall be administered pursuant to the provisions of this Declaration and the Bylaws. All contracts and agreements entered into by the Board or the Officers shall be deemed executed by said parties, as the case may be, as agent for the Members or the Association.

Section 9. Developer's Authority.

(a) Individual Units. Until each of the various Units shall have been conveyed by the Developer to Members other than a successor developer (or to such Members' nominees), the Developer shall, with respect to each such unsold Unit, have all of the rights granted to the Members.

(b) Association Powers. Until the Turnover Date, Developer shall have all the rights, powers, duties and obligations herein granted to, or imposed upon, the Association, and shall be authorized and empowered to take all such actions as the Board would have been authorized and empowered to take if the Association had then been formed. Alternatively, until the first meeting of the Membership, Developer may appoint the Board (as provided in this paragraph) which shall have the same powers and authority as given to the Board generally.

(c) Maintenance. Until the Turnover Date or earlier conveyance of the Common Areas and the Improvements to the Association, Developer shall have the right, but not the obligation, to maintain the Common Areas and the Improvements, and may pay expenses and costs in connection therewith, including, without limitation, the cost of any real property taxes payable in connection with the Common Areas but developer retains the right to pay said expenses directly from the Association Funds while operating as the association.

(d) Use of Property. Developer shall be entitled, at all times, to conduct sales of Units from the Property, and shall have the right, for itself and its agents, employees, guests and invitees, to use the Common Areas and all other portions of the Property, excluding sold Units, for such purposes, until all Units in the Property are sold. Developer may, at all times, use signage, lighting and establish sales offices, construction and storage trailers and model homes as Developer, in its sole and exclusive discretion, may require to conduct its construction, sales and marketing of the Development.

Article 3 **Assessments**

Section 1. Lien and Personal Obligation of Assessments. Developer covenants for the Property and each Unit (and each Member, by acceptance of a deed or other conveyance from Developer, other prior owner, their successors or assigns, covenants and agrees) to pay to the Association monthly assessments or charges and special assessments for capital improvements and expenses, to be collected from time to time as hereinafter provided in this Declaration, together with the Bylaws. The annual and special assessments, together with such interest

UNOFFICIAL COPY

thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees expended in connection with efforts to collect due or unpaid assessments, shall also be the personal obligation of the Member who held the Membership appurtenant to such property at the time when the assessment became due and payable. Such Member shall not be relieved of the personal obligation even if any successor in title assumes the obligation. The portion of the assessments to be used for other expenses and purposes shall be allocated equally among all Memberships other than those held by Developer. Notwithstanding anything to the contrary contained herein, Developer has the option, at its sole discretion, of paying any, all, or none of the assessments levied by the Association against unsold Units after the Turnover Date.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, enjoyment and welfare of the residents of the Property and for the improvement and maintenance of (i) the Common Areas, the Improvements and the Easement Property; and (ii) the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, the Improvements and the Easement Property. By way of example and without limitation, assessments shall be collected and used for the payment of the following:

- (a) Real estate taxes for the Common Areas;
- (b) Maintenance landscaping and repair charges for the Common Areas, the Improvements and the Easement Property and Units as provided in Article 6 hereof;
- (c) All utility charges for the Common Areas, the Improvements and the Easement Property, including water, sewer, electrical, telephone, gas and garbage charges;
- (d) Insurance as specified in Article 4;
- (e) All legal and accounting services necessary or proper in the operation of the Association and the Association's property, enforcement of this Declaration, or performance of any other duties or rights of the Association; and
- (f) Any other charges which the Association is required to or agrees to pay pursuant to this Declaration, the Articles or the Bylaws.

Section 3. Initial Assessment for Reserve. Developer shall collect from each initial purchaser of a Unit at the closing of the sale of such Unit the sum equal to three (3) times the Unit's then monthly assessment as a "Contingency, Replacement and Start-Up Reserve" (the "Reserve") for the Association to be used for repair and replacement of capital improvements made or to be made on the Common Areas or the Easement Property. After the Turnover Date, the Developer shall assign to the Association all proceeds (excluding any monies used for the purposes of Article 3) of the Reserve to be applied by the Association for the purposes set forth in the preceding sentence. In no event, during the term of this Declaration, shall the Reserve have less than \$100.00 per Unit owned (beneficially or otherwise) by Members other than

UNOFFICIAL COPY

Developer or any successor developer.

Section 4. Level of Assessment. The amount of the monthly assessments shall be determined by the Board after giving due consideration to the maintenance costs and future needs of the Association. The Board may not increase the amount of the monthly assessment more than fifty (50%) percent in excess of the prior year's monthly assessment without obtaining the approval of the Membership at the annual meeting or a special meeting of the Membership called for such purpose unless the increase in excess of fifty (50%) percent more than the prior year's monthly assessment is the result of increases in the general real estate taxes for the Common Areas.

Section 5. Special Assessments. In addition to the monthly assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying in whole or in part, any cost associated with the upkeep, maintenance or improvement of or a capital improvement to the Common Areas, Improvements, and the Easement Property or any unforeseen expense that could not have been anticipated when the budget was set for the year.

Section 6. Uniformity. Both monthly and special assessments must be fixed at a uniform amount or rate for all Units except those Units owned by the Association or Developer. Monthly assessments shall be collected, on the first of each month, or as determined by the Board.

Section 7. Commencement. The monthly assessments provided for herein shall commence for each Unit then subject to assessment hereunder on the first day of the month following the earlier of (i) the date on which Developer or any successor Developer conveys said Unit to a Member or Members, or a land trust of which a Member is the beneficiary; or (ii) the Turnover Date. The Board shall fix the amount of the monthly assessment of each monthly assessment period and, in lieu thereof, the amount of the prior year's monthly assessment shall be the fixed amount. Any Unit conveyed by Developer to a Member after the commencement of the obligation to pay assessments shall be payable as follows: The Member shall pay to Developer (for delivery to the Association) the amount of the annual assessment due for the month of the closing prorated from the date of the closing of the sale of the Unit to the end of that month. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer or agent of the Association setting forth whether the assessments on the specified Unit have been paid. Such certificates shall be conclusive evidence of payment of any assessment thereon.

Section 8. Assessment Procedure. On or before December 1 of the first full twelve-month calendar year after the Turnover Date, and on or before each December 1st thereafter, the Board shall estimate the total amount necessary to pay the cost of taxes, wages, materials, insurance, services and supplies relating to the maintenance of the Common Areas, Improvements and the Easement Property and the operation of the Association which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount necessary for the Reserve, and shall, on or before the annual meeting, notify each Member in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to each Membership as set forth herein, and shall be due and payable in such periodic installments as are established by the Board from time

UNOFFICIAL COPY

to time. On or before each annual meeting, the Board shall supply all Members with an itemized accounting of the maintenance expenses incurred through the date of the annual meeting for the current calendar year, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or under the actual expenditures plus reserves.

Section 9. Supplemental Budget. If the Board's 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 determine the amount of a special assessment accordingly. The Board shall serve notice of such special assessment on the Members by a statement in writing giving the amount and reasons therefor, and such special assessment shall become due at such time as the Board may determine but no sooner than 15 days after receipt of notice. All Memberships shall be obligated to pay such special assessment.

Section 10. Duty to Pay Assessments. The failure or delay of the Board to prepare or serve the annual or adjusted estimate or the itemized accounting or other document on the Members shall not constitute a waiver or release in any manner of the Memberships' obligations to pay their annual and special assessments as herein provided. In the absence of a new annual assessment, each Membership shall continue to pay the charge at the then existing rate for the Unit owned by such Membership as established for the prior year until such time as a new rate is established. No Membership may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas and Improvements or abandonment of its Unit. Except as otherwise provided elsewhere herein, the holder of the Membership of a Unit on the day on which the notice of the levying of a periodical supplemental or special assessment is delivered shall personally be liable for the payment of such assessment. This subparagraph shall not apply to Developer as owner of unsold Units.

Section 11. Records. The Board shall keep full and correct books of account, in chronological order, of the receipts and expenditures affecting the Association, the Common Areas, Improvements and the Easement Property, specifying and itemizing the maintenance and repair expenses of the Common Areas, Improvements and the Easement Property, and any other expenses incurred. Such records shall be available for inspection by any Member or first mortgagee of record at such reasonable time or times during normal business hours as may be required by the Member or mortgagee. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Member shall be furnished a statement of his Membership's account setting forth the amount of any unpaid assessment or other charges due and owing from such Membership.

Section 12. Delinquent Assessments. 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 lesser of the maximum rate allowed by law or four (4%) percent in excess of the prime lending rate of the Harris Bank, or if it shall cease to publish such a rate, of the American National Bank and Trust Company of Chicago. The Association may bring an action at law against the Member personally obligated to pay the same ("Defaulting owner") or foreclose the lien against the Defaulting owner, and

UNOFFICIAL COPY

interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. To the extent permitted by any statute, law, administrative ruling, ordinance, decision or statute now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees, as above provided, shall be and become a lien or charge against the Unit of the Defaulting owner in title when payable, and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Each Member, by such Member's or such Member's land trustee's acceptance of a deed to a Unit, hereby expressly vests in the Association, or its agents the right and power to bring all actions against such Member personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens. Any court shall be authorized to restrain the Defaulting owner from reacquiring his interest at such judicial sale. In addition, if any Member shall default in the payment when same shall be due of the aforesaid charges or assessments, and default shall continue for thirty (30) days after notice to the Defaulting owner by the Board setting forth the amount of unpaid charges or assessments, together with a demand for payment thereof, the Board shall have the right to declare the default a Forcible Detainer of the building on the Unit, and shall have the right, on behalf of the other Members, to enter and take possession of the Unit and the improvements on the Unit from the Defaulting owner, to put out the Defaulting owner or any occupant or tenant claiming by, through or under the Defaulting owner, using such reasonable force as the Board shall deem necessary under the circumstances, and to exercise any of the rights and remedies set forth in the Forcible Entry and Detainer provisions of the Illinois Revised Statutes, as amended from time to time. This section shall not apply to Developer as owner of unsold Units. Additionally, during the period of a default, the Defaulting owner's rights to vote on matters submitted to the Membership shall be suspended until the default is cured and the Defaulting owner's assessment payments have been made current.

Section 13. Subordination of Lien of Assessment. The lien of the assessments provided for herein shall be subordinate to the lien of any Mortgage or Mortgages now or hereafter placed on the Units prior to the effective dates of such liens. In the event of the issuance of a deed, pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien herein provided which may accrue prior to the recording of such deed; however, once the grantee of such deed has taken title, said grantee shall be obligated to pay such assessments as they become due and payable thereafter.

Article 4 **Insurance**

Section 1. The Association shall obtain the following types of insurance coverage where available at commercially reasonable rates, which premiums, costs, deductibles and other expenses in connection therewith shall be paid from the annual budget of the Association:

(a) Fire, hazard and extended coverage insurance for the Common Areas and the Improvements to cover against loss or damage. The insurance shall be for the full insurable value (based upon current replacement cost) of the matters insured;

(b) Bodily injury liability insurance on a per occurrence basis, insuring against

UNOFFICIAL COPY

liability for bodily injury, death and property damage arising from the activities of the Association or with respect to the property under its ownership. Policy limits shall be reviewed annually and set by the Board acting in its discretion;

(c) Workers' Compensation insurance to the extent necessary to comply with applicable law;

(d) A fidelity bond covering all the Directors and Officers and the employees of the Association in an amount to be determined by the Board; and

(e) Such other insurance, including indemnity and other bonds, as the Board, in its sole discretion, deems necessary or expedient to carry out the Association's functions.

Section 2. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association. Where permitted by the insuring company, Developer, the Directors, the Officers, their representatives, agents, and employees shall be named as separately protected insureds. The insurance coverage shall, if possible, provide that the insurance as to the interest of the Association shall not be invalidated by any act or neglect of any subsequent owner. The insurance policies shall also contain an express waiver, if available, of all rights of subrogation against Developer, its agents and representatives, any person, firm or corporation affiliated with Developer in the development of the Property, the Board, the Directors and the Board's representatives and employees.

Section 3. The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for nonpayment of premiums without at least thirty (30) days' prior written notice to the Association. The insurance policies shall contain waivers of subrogation with respect to the Board, its employees and agents, subsequent owners and mortgagees.

Section 4. The Association is hereby appointed trustee of the interest of all owners in any insurance proceeds paid to the Association under the foregoing insurance policies. The Association has full power to receive and receipt for those interests in such proceeds and to deal with such proceeds accordingly.

Article 5 **Property Rights**

Section 1. Easements of Enjoyment. Every owner of a Unit shall have a perpetual, non-exclusive right and easement of enjoyment in and to the Common Areas, which right shall be appurtenant to and shall pass with title to each Unit, subject to the rights of the Association to operate, use, control, make rules for the use of, borrow money for the improvement, maintenance and upkeep of, and grant easements to utilities over the Common Areas and the Easement Property under this Declaration, the Articles and the Bylaws.

Section 2. Delegation of Use. Subject to the limitations contained in this Declaration and the Bylaws, each owner of a Unit may delegate the rights and easements granted such owner in

UNOFFICIAL COPY

this Article 5 to such owner's family members, guests, tenants and invitees.

Section 3. Easement for Landscape and Maintenance. The Developer hereby reserves perpetual, non-exclusive easements (i) over those portions of each Unit's exterior and (ii) with respect to access and/or repair of the Common Areas and/or the Dwelling Unit Retention System. Such easements are necessary for the landscaping and maintenance of such property in accordance with the responsibilities of the Developer and/or the Association as set forth in Article 6 hereof. The Easement Property may not be altered in any respect by any owner of a Unit. The Developer and/or Association shall have complete control over the maintenance, improvements, landscaping, fencing, signage or monuments to be erected and maintained on the Easement Property, except as may otherwise be granted in favor of a utility company, telephone company or local governmental entity.

Section 4. Other Easements. Other easements for the installation and maintenance of utilities, telephone service, and drainage are shown on the Survey and described in the initial title policy issued by Chicago Title Insurance Company. Within these other easements, no structure or other material may be placed or permitted to remain which may damage or interfere with the proper functioning and maintenance of the utility, telephone, or drainage equipment located thereon or the accessing of the easement and the equipment thereon by the utility company or other entity entitled to access, their agents, and employees.

Section 5. Easement for Access. Every owner of a Unit is hereby granted and reserved a perpetual, non-exclusive easement for the purpose of reasonable ingress and egress from such owner's Unit to, from, and through all public and private ways which adjoin or abut the Property through, over, and across the Common Areas, provided, however, that no such owner shall remove, relocate, or cause to be relocated or removed any portion of the Common Areas now or hereafter located upon such owner's Unit. Notwithstanding the foregoing, there shall be no obstruction of the Private Driveway, the Electrical Closets, or other portions of the Common Areas, nor shall ready access to a garage or other entrance be obstructed or impeded in any manner. Unit owners are specifically prohibited from parking vehicles or storage units of any sort on the Private Driveway.

Section 6. Municipal Service Easement. Developer hereby grants a perpetual, non-exclusive easement to the County and any other governmental entity or such governmental entity's agents over, across, and through the Property to enforce all applicable laws, ordinances, rules, and regulations, and for the purpose of providing police, fire, and other municipal services as the Association may request and the County or other governmental entity may agree to furnish.

Section 7. Utilities. Developer hereby grants suppliers of utilities serving the Property the right to lay, install, construct, operate, maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, including housings for such equipment pursuant to the easements shown on the Survey.

Section 8. Party Walls. Each wall which is built, constructed or erected as a part of the original construction of a Unit or a Unit's building and placed on the dividing line between more than one Unit and/or serves more than one Unit shall constitute a party wall. A Party Wall shall

UNOFFICIAL COPY

also include any wall, floor, or ceiling, where any utilities have been run for more than the benefit of one unit. To the extent not otherwise inconsistent with this Declaration, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply to such party walls.

Section 9. Easements Appurtenant; No Public Use. All easements and rights described in this Article 5 are easements appurtenant, running with the Property, perpetually in full force and effect, and at all times inuring to the benefit of and binding upon Developer, its successors or assigns, every owner, purchaser, mortgagee and other persons having any interest in a Unit, the Property, or any part or portion thereof. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Property to or for any public use or purposes whatsoever.

Article 6

Duties, Obligations and Restrictions

Section 1. Maintenance, Repair and Replacement of Dwelling Units.

(a) Except as otherwise provided in this section, each owner shall be responsible for the maintenance, repair and replacement of his Dwelling Unit. Each owner shall keep his or her Dwelling Unit in good order and repair, including, without limitation, all landscaping enclosed by privacy and other fences.

(b) The Association shall be responsible for the maintenance, repair and replacement of the Common Areas (and shall have an easement for the same) including, but not limited to, the following:

(i) Maintenance, repair and replacement of the Dwelling Unit Exteriors, but only to the extent that damage and/or neglect of a Dwelling Unit Exterior has led to a diminution of the overall uniformity of the Property or to damage to another Dwelling Unit. Cost of maintenance, repair and replacement of the Dwelling Unit Exteriors shall be borne by the owner of affected portion of the Dwelling Unit Exterior.

(ii) Maintenance, repair and replacement of the Private Driveway, the Retention System and, (only if necessary for the good of the Dwelling Units and the Association), but excluding window washing, replacement of broken glass and the repair of deck flooring and damage to garage doors;

(iii) Added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping of the Common Areas;

(iv) Maintenance, repair and replacement of water, sewer, electrical and other systems which serve more than one Dwelling Unit (but not including such portions of such systems that serve only one Dwelling Unit, such as, for example, a garage door opener, an

UNOFFICIAL COPY

interior air conditioning unit, and electrical or plumbing fixtures).
Subject to Section 12 below.

Section 2. Dwelling Unit Insurance.

(a) Each owner of a Dwelling Unit shall be responsible for and shall procure fire and all risk coverage insurance upon such owner's Dwelling Unit for not less than the full insurable replacement value thereof under a policy or policies of insurance, with such company or companies, in such form and for such premiums and periods, as such owner may determine to be appropriate. Each owner shall also be responsible for his own insurance on the contents of his or her Dwelling Unit and the furnishings and personal property therein.

(b) The policy or policies of insurance on each owner's Dwelling Unit shall name the Association as a co-insured, as its interest may appear. Each owner shall deliver to the Board a certificate of insurance certifying that a policy of insurance covering such owner's Dwelling Unit, as required under this Section, is in effect and that said policy shall not be cancelled or materially changed except upon ten (10) days' prior written notice thereof to the Board. In the event an owner fails to procure or keep in effect the insurance required under this Section and provide proof thereof to the Board, then the Board may act on behalf of and as agent for such owner and procure such insurance on the owner's Dwelling Unit with a company, in a form, and for a premium and period as determined by the Board to be appropriate, and the cost thereof shall be charged to the owner.

(c) No owner shall cause or permit to be done or kept in or about such owner's Dwelling Unit anything which will result in the cancellation of insurance or direct increase in insurance rates on such owner's Dwelling Unit or any other Dwelling Unit.

Section 3. Alterations, Additions or Improvements to Dwelling Units. No additions, alterations or improvements shall be made to any Dwelling Unit Exterior or Structural Support by an owner, and no application for a building or other permit for the same shall be submitted to the County or City by an owner, without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Dwelling Unit Exterior Structural Support by an owner upon the owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance of the Dwelling Unit Exterior or Structural Support resulting from such addition, alteration or improvement. If an addition, alteration or improvement is made to a Dwelling Unit Exterior or Structural Support by an owner in violation of this Section, then the Board may, in its discretion, take any of the following actions:

(a) Require the owner to remove the addition, alteration or improvement and restore the Dwelling Unit Exterior and Structural Support to its original condition, all at

UNOFFICIAL COPY

the owner's expense; or

(b) If the owner refuses or fails to properly perform the work required under (a), cause such work to be done and charge the owner for the cost thereof as determined by the Board; or

(c) Ratify the action taken by the owner, at the owners cost, in which case the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this section. Nothing in this section shall be in derogation of the ordinances of the County insofar as such ordinances require the issuance of a building permit prior to the commencement of work.

Section 4. Rebuilding of Damaged Dwelling Unit.

(a) In the event of damage to or destruction of any Dwelling Unit by fire or other casualty the owner thereof shall within a reasonable time after such damage or destruction, repair or rebuild the same in substantial and workmanlike manner with materials comparable to those used in the original structure and in conformity in all respects to the ordinances of the County and City regulating the construction of buildings in force at the time of such repair or reconstruction. The Dwelling Unit Exterior, when rebuilt, shall be substantially similar to and its architectural design and landscape shall be acceptable to the Board and in conformity with the surrounding Dwelling Units which have not been so damaged or destroyed. The owner shall not be relieved of his or her obligation to repair or rebuild his or her Dwelling Unit under this Subsection (a) by reason of such owner's failure to carry sufficient insurance or the fact that proceeds received by the owner from the insurer are not sufficient to cover the cost thereof.

(b) In the event that any owner shall fail, within a reasonable time after the occurrence of the damage or destruction referred to in Subsection (a), to perform the necessary repair or rebuilding, then the Board may cause such repairs or rebuilding to be performed in the manner and as provided in Subsection (a) and the cost thereof shall be charged to such owner as his or her personal obligation and shall be a continuing lien on the owner's Dwelling Unit.

Section 5. Maintenance, Repair and Replacement of the Common Area. The Association shall be responsible for the maintenance, repair and replacement of the Common Area. Such responsibility shall include, without limitation, the specific responsibilities set forth with particularity in Subsections 5 through 11 inclusive of this Article 6. Except as specifically provided for in Subsection 12, the cost of maintenance, repairs and replacement of the Common Area shall be Common Expenses. However, unless and until the Association provided for herein is formed pursuant to this Declaration, the Developer shall be responsible therefor.

Section 6. Maintenance of Retention System. Each owner acknowledges, by acceptance of a deed to a Dwelling Unit, that the portion of the Common Area designed for the Retention System is for the benefit of the entire real estate, and that consequently the Declarant, any owner,

UNOFFICIAL COPY

the Village or the Association shall have the right to enter upon the Common Area to maintain the Retention System in accordance with plans approved by the County and City.

Section 7. Maintenance of Private Driveway, Private Sidewalk. The private roads and sidewalks which provide ingress and egress to any portion of the Property shall be maintained in good condition and repair at all times, including the prompt and effective removal of snow and ice and shall provide a means of safe, efficient, unobstructed and comfortable passage from the public right of way to the Property.

Section 8. Maintenance of Signage. The signage at the entrance to the Property shall be maintained in like new condition if signage is erected.

Section 9. Maintenance of Driveways. All driveways, if any, servicing the various Dwelling Units shall be maintained in good condition and repair at all times, including the prompt and effective removal of snow and ice and shall provide a means of safe, efficient, unobstructed and comfortable passage from the various Dwelling Units to the Private Driveway, Private Sidewalk and Trash Enclosure which service the Development.

Section 10. Common Area Insurance.

(a) The Association shall have the authority to and shall obtain fire and all risk insurance covering the improvements to the Common Area (based on current replacement cost) for the full insurable value of such improvements.

(b) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons and property damage, in such amounts as it shall deem desirable but for not less than \$1,000,000 per occurrence, and Workers Compensation Insurance and other liability insurance as it may deem desirable, insuring (as their interests may appear) the Association, its Board members and Officers, each owner, the County, its elected and appointed officials, officers, employees and agents, the Developer, the managing agent, if any, and their respective employees and agents from liability resulting from an occurrence on or in connection with the Common Area. The Board may, in its discretion, obtain any other insurance which it deems desirable including, without limitation, insurance covering the Board members and Officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Article 2, Section 4. Such insurance coverage shall include cross-liability claims of one or more insured parties.

(c) Fidelity bonds indemnifying the Association, the Board and the owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association shall be obtained by the Association in such amounts as the Board shall deem desirable.

(d) The premiums for any insurance obtained under this Section shall be Community Expenses and payable out of Association Funds.

UNOFFICIAL COPY

Section 11. Alterations, Additions or Improvements to the Common Area. The Association may cause alterations, additions or improvements to be made to the Common Area and the cost thereof shall be paid from a special assessment as more fully described in Article 2, Section 5, except that any such alteration, addition or improvement which shall cost more than \$10,000.00 shall require advance approval at a special meeting of the owners. No alteration, addition or improvement shall, however, in any case, be made to the Common Area without the prior approval of the Board.

Section 12. Damage Caused by an owner. If due to the act or omission of the owner of a Dwelling Unit, or the household pet, guest or other occupant or invitee of such owner, damage shall be caused to the Common Area or his Dwelling Unit, and as a result thereof maintenance, repairs or replacements shall be required, which would otherwise be a Common Expense, then the owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, to the extent not covered by insurance carried by the Association. In the event such damage is covered by insurance carried by the Association then, unless a resolution to the contrary is adopted by the affirmative vote of at least seventy-five (75%) percent of the Voting Members, the damaged improvements shall be repaired, replaced or reconstructed and the insurance proceeds used, first, to pay the cost thereof, and, any excess thereafter, used to pay the Common Expenses. Any deficiency shall remain the responsibility of the owner whose act or omission caused the damage.

Section 13. Waiver of Subrogation. The Association and each owner hereby waive and release any and all claims which it, he or she may have against any owner, including relatives of the owner, the Association, its Board members and officers, the Developer, the managing agent, if any, and their respective employees and agents for damage to the Dwelling Unit, the Common Area or any personal property located in the Dwelling Unit or the Common Area caused by fire or other casualty to the extent that such damage is covered by fire or other forms of casualty insurance and to the extent that this release is permitted under policies for such insurance. To the extent possible, all policies purchased by the Board under Section 10 shall contain waivers of the insurer's rights to subrogation against any owner, relatives of the owner, the Association, its directors and officers, the Developer, the managing agent, if any, and their respective employees and agents.

Section 14. Condemnation. In the case of a taking or condemnation by competent authority of any part of the Common Area, the proceeds awarded in such condemnation shall be paid to the Association, and, together with any portion of the Capital Reserve specifically earmarked for the Common Area, in the discretion of the Board, (a) applied to Common Expenses or (b) distributed to the owners and their respective mortgagees as their interests may appear, in equal shares.

Section 15. Use Restrictions.

(a) No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part

UNOFFICIAL COPY

of the Common Area or any Dwelling Unit Exterior, except as permitted by the Board or as otherwise permitted herein.

(b) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Dwelling Unit Exterior or the Common Area. The Common Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

(c) Each Dwelling Unit shall be used only as a residence, provided, that no owner shall be precluded, with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein or (iii) handling his personal business or professional calls or correspondence thereon.

(d) No trucks, busses, recreational vehicles or trailers shall be parked except within the individual garage which forms a part of each Dwelling Unit. Nor shall any such trucks, busses, recreational vehicles or trailers be parked in the Common Area.

(e) Notwithstanding anything contained in this Section to the contrary, only those uses permitted by the applicable ordinances of the County, as amended from time to time, shall be permitted on the Property.

(f) No offensive or noxious activity shall be conducted on or in any Dwelling Unit with the exception of the business of the Developer. No action can be taken on the Property which would tend to injure the reputation of the Property or to disturb the Property or the occupancy of the Property. No activities which constitutes a nuisance or violates any applicable public law, ordinance or regulation shall be permitted on the Property.

(g) No signs of any kind shall be displayed to public view on a Dwelling Unit or the Common Areas without the prior written consent of the Association.

(h) Nothing shall be done or kept on the Units or the Common Areas that would increase the rate of insurance of the amount of any insurance premium, or would result in the cancellation of any of the insurance policies of the Association of the Units without prior written consent of the Board.

(i) No building, structure, or improvement may be constructed, erected, altered, placed, or permitted to remain on any Unit in any location or on any manner that unreasonably obstructs or interferes with the view of any other Unit or that exceeds the height limitations above the foundation as specified by ordinance or regulation in the County and City.

(j) No out building, basement, shed, garage, tent, shack, trailer or temporary building shall be used as a residence either temporary or permanently.

UNOFFICIAL COPY

(k) No perimeter fences may be erected and maintained on or around a Unit or building containing one or more Units except for such fences erected or maintained by Developer or the Association around all or a portion of the perimeter of the Property. No other fence, hedge, wall or other dividing instrument shall be permitted on the Property outside of the Common Areas.

(l) No boats, boat trailers, mobile homes, recreational vehicles, semi-tractor trailer cabs, tractor trailers, trucks or vans used for commercial purposes or other similar vehicles may be parked, stored, repaired, constructed or kept on the Property or on any street within the Property, except if such vehicles may be used in the ordinary course of activity in a residential community or are parked in an area specifically designated by the Association for such vehicles. Emergency vehicle repairs also may be made as are necessary. No such vehicle shall remain on the Property overnight, except the vehicles used in connection with a resident's to or from such a Unit as maybe necessary to complete such a move. This restriction shall not apply to Developer and any contractor, agent or employee of Developer in connection with the construction of the residences and other improvements on the Property.

(m) No animals, livestock or poultry of any kind shall be raised, breed or kept on the Property. Dogs, cats and other household pets maybe kept in the Units except for the Common Areas subject to rules and regulations adopted by the Board so long as such pets are not kept, breed or raised for commercial purposes.

(n) No rubbish, trash, garbage or other waste material shall be kept or permitted on the Property except in the sanitary containers located in appropriate areas and concealed from public view and in compliance with local ordinances, except after six (6) o'clock p.m. on the night before the regularly scheduled garbage pick-up. This section shall not apply to Developer and any contractor, agent or employee of Developer in connection with the construction and maintenance of the residence or other improvements on the Property. Developer shall in any event make reasonable efforts to comply with the requirements of this section to the extent practicable.

(o) Nothing shall be removed or placed on the Common Areas without the written approval of the Board or Developer so long as Developer owns a Unit.

Section 16. Communication Dishes and Antennas. No communication dish or antenna shall be permitted on the roof or chimney of any Dwelling Unit. No communication dish shall be installed or maintained without an applicable permit from the County or City. Any communication dish or antenna erected on the Common Area shall be screened from the view of persons owning property adjacent to the Development with landscape materials of no less than the height of the communication dish or antenna.

Section 17. Pets. No animal of any kind shall be raised, bred or kept in the Common Area. The Board may from time to time adopt rules and regulations governing the keeping of pets in the Dwelling Units, which may include prohibiting certain species of pets from being kept

UNOFFICIAL COPY

in the Dwelling Units and requiring an owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Development, upon three (3) days' notice from the Board to the owner of the Dwelling Unit containing such pet and the decision of the Board shall be final. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited.

Section 18. Structural Impairment. Nothing shall be done in, on or to any part of any Dwelling Unit which would impair its structural integrity. Nor shall anything be done in, on or to any part of the Common Area which would interfere with the appearance or impair the utilization thereof for the purposes for which the same is designed.

Section 19. Proscribed Activities. No noxious or offensive activity shall be carried on in the Development nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the residents.

Section 20. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

Section 21. Obstructions. Except as permitted herein there shall be no obstruction of the Common Area, and nothing shall be stored in the Common Area without the prior written consent of the Board or in violation of any applicable ordinance of the County.

Section 22. Lease of Dwelling Unit. Any owner shall have the right to lease all (and not less than all) of his Dwelling Unit subject to the provisions of Subsections (a) and (b) below:

(a) no Dwelling Unit shall be leased for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service or mail service) are furnished;

(b) the owner shall submit to the Board (i) a written application completed by the proposed lessee, setting forth the name, current address and financial and character references of the proposed lessee; (ii) a description of the basic terms of the proposed lease, including the length of the term and rental amount; and (iii) any other information reasonably required by the Board.

Within fifteen (15) days after receipt of the aforementioned information, the Board shall hold a meeting to vote upon the question of approving the proposed lease. The lease shall be approved unless at least two-thirds (2/3) of the Board members then serving shall vote against such approval. The decision of the Board shall be final and binding. In the event the Board fails to hold a meeting within said fifteen (15) day period or fails to vote on the proposed lease, the Board shall be deemed to have consented to the terms of the proposed lease.

Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration

UNOFFICIAL COPY

shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration. No lease shall be for a term of less than one year. After approval and execution of the lease the Member shall deliver a copy of the lease for the Boards records.

Section 23. Overall Architectural Control. The Board or duly authorized committee thereof created pursuant to the Bylaws shall have the right and power from time to time to adopt reasonable rules and regulations governing the architectural design and exterior finish of all structures or improvements from time to time located in the Development, including, without limitation, the Dwelling Units and any improvements located on the Common Area. The provisions of this Section shall not apply to any construction performed by the Developer or its employees, agents or contractors.

Section 24. Association's Access. The Association shall have the right and power to come onto any Dwelling Unit for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

Section 25. Intentionally Deleted.

Section 26. Violation of County and City Ordinances. When notified by the County or City of Chicago of a violation of County or City of Chicago ordinances, codes or covenants, the Association will use its best efforts to assist the County in obtaining appropriate compliance.

Section 27. Party Wall Rights and Obligations.

(a) Every wall, including the foundations therefor, built as a part of the original construction of a building and resting on the boundary line between separate Dwelling Units shall be deemed a "Party Wall" and the owner of each Dwelling Unit which utilizes a Party Wall shall have the obligations, rights and privileges set forth in this section, as well as those not inconsistent herewith, embraced within the general rules of law regarding party walls.

(b) Without limiting the generality of paragraph (a) of this Section, each owner of a Dwelling Unit which utilizes a Party Wall shall have the right to use such Party Wall for support of such owner's Dwelling Unit including any replacement thereof, plus the right and obligation to maintain and repair, and in the event of its destruction to rebuild such Party Wall including, in each case, all pipes, conduits and ducts located herein.

(c) The owner of a Dwelling Unit which utilizes a Party Wall shall refrain from using such Party Wall in any manner which interferes with the equal use thereof by the owner of the other utilizing Dwelling Unit. Nor, in connection with the reconstruction, repair or maintenance of a Dwelling Unit, shall the owner thereof permit any joists, crossbeams, studs or other structural members used to encroach upon the Dwelling Unit of the other owner whose Dwelling Unit utilizes such Party Wall. No

UNOFFICIAL COPY

openings shall be made through a Party Wall other than customary holes for nails, screws, anchors or other devices for hanging pictures or other accessories and which do not diminish the structural integrity of such Party Wall, its fire resistancy, or its sound-deadening quality and will not interfere or damage the wall or any conduit, piping, ducting, and any other necessary systems found in party walls.

(d) If any Party Wall is damaged or destroyed due to the act or omission of the owner of a Dwelling Unit which utilizes such Party Wall, or the guest or other occupant or invitee of such owner, such owner shall forthwith proceed to rebuild or repair the same to a condition at least as good as that which was obtained prior to such damage or destruction, without cost to the owner of the adjoining Dwelling Unit which also utilizes such Party Wall.

(e) Any Party Wall damaged or destroyed by some event other than one resulting from an act or omission of the owner of a Dwelling Unit which utilizes such Party Wall, or the guest or other occupant or invitee of such owner, shall be rebuilt or repaired by the owners of the two adjacent Dwelling Units which utilize such Party Wall to a condition at least as good as that which was obtained prior to such damage or destruction, at the joint expense of such owners and as promptly as is reasonably possible; provided that the cost of repairing or rebuilding any portion thereof which is part of a Dwelling Unit Exterior shall be paid by the Association as a Common Expense to the extent not covered by insurance.

(f) In the event that any owner shall fail, within a reasonable time after the occurrence of damage or destruction of the type addressed by this section, to perform the necessary repair or rebuilding, the Board may cause such repair or rebuilding to be performed and the cost thereof charged in the manner provided for in Section 12 of this Article 6.

(g) In the event of disagreement between the owners of adjoining Dwelling Units as regards to their respective Party Wall rights to obligations, upon the written request of either of said owners to the other, with a copy to the Board, the matter shall be adjudicated by the Board, whose decision with respect thereto shall be final and binding.

Article 7 **Miscellaneous**

Section 1. Duration. This Declaration shall continue and remain in full force and effect at all times with respect to the Common Areas (subject, however, to the right to amend the provisions hereof as provided for below), until twenty (20) years from the date hereof. Thereafter, this Declaration and all provisions hereof shall automatically be renewed for successive ten (10) year periods, unless at the end of the first twenty (20) year period or any subsequent ten (10) year period, this Declaration and all provisions hereof are terminated by an instrument approved by not less than seventy-five (75%) percent of the Memberships entitled to vote and such declaration of termination is recorded in the Office of the Recorder of Deeds of Cook County, Illinois. In the event of such termination, the Association shall deed the Common

UNOFFICIAL COPY

Areas in equal shares to the Memberships as tenants in common.

Section 2. Enforcement. Developer, the Association or any Member shall have the right to enforce, by any proceeding at law or in equity, all provisions of this Declaration. The Association, through the Board, also shall have the powers of enforcement as specifically set forth elsewhere in this Declaration. Failure by any party with the right to enforce the provisions of this Declaration shall in no event be or be deemed a waiver of the right to do so thereafter or be or be deemed a waiver of the provision not enforced.

Section 3. Amendments. Subject to the provisions of Section 4 of this Article 7, the Memberships may revoke, modify, amend or supplement in whole or in part any or all of the covenants, restrictions and conditions contained in this Declaration, and may release from any part or all of such covenants, restrictions and conditions all or any part of the real property subject thereto. Prior to the first meeting of the Membership, any such change or changes may be made effective at any time by Developer. At or subsequent to the first meeting of the Membership, any such change or changes may be made effective at any time by the Developer so long as Developer owns at least one Unit, and the Memberships of at least fifty-one (51%) percent of the Units not owned by Developer consent thereto. In the event Developer solicits such consent from the Memberships, any such Membership's failure to reply in writing to Developer within the time period set forth in such request for approval shall be deemed such Membership's approval of said revocation, modification, amendment or supplement of this Declaration. Any such changes shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Memberships, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

Section 4. Special Amendments. Developer reserves the right and power (but is not obligated to do so) 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 Administration, 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 any Unit ownership, or (iii) to correct clerical or typographical errors in this Declaration or any exhibit hereto, or any supplement or amendment thereto. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, such amendment to this Declaration as Developer elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the Members hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to vote in favor of, make or consent to a Special Amendment on behalf of each Membership as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence or obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to Developer to vote in favor of, make, execute and record Special Amendments. The right of Developer to act pursuant to rights reserved or granted under this section shall

UNOFFICIAL COPY

terminate at such time as the Developer no longer holds or controls title to any Unit other than the Common Areas.

Section 5. Nuisance. The result of every action or omission whereby any covenant or easement herein contained, is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and (including, but not limited to, injunctive relief) every remedy, either public or quasi-public or private available at law or in equity against a Member (except Developer) or occupant of any Unit, shall be applicable against such nuisance and may be enforced by Developer, the Association, or any Member.

Section 6. Notice of Default. If any Member defaults by failure to comply with the provisions of this Declaration, or any rule or regulation promulgated by the Association pursuant to the power granted in this Declaration, the Association may give written notice to the Member specifying the manner in which that party has defaulted. If the Member does not cure the default within thirty (30) days after notice, the Association may take all available legal action to enforce the obligations of the defaulting party and to recover any damages caused thereby. The cost, including reasonable administrative expenses and attorneys' fees incurred by the Association in order to cure such default, shall be paid for by the Member. The obligation to pay for such costs shall be a charge on the land and be a continuing lien on the Unit owned by such defaulting party.

Section 7. Additional Easement Grants. The Developer or the Association, through the Board, shall have the right to grant any easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of utility services over, under, across and through the Common Areas or the Easement Property as they deem necessary or desirable.

Section 8. Perpetuities. If any of the privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities or some analogous statutory provision, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush, the President of the United States, on the date hereof, and Rod Blagojovich, the Governor of Illinois, on the date hereof.

Section 9. Subdivision. Developer reserves the right from time to time to subdivide, resubdivide portions, and add on to the Property owned by it for the purpose of creating additional Units within or outside of the Common Areas without the consent of any Membership.

Section 10. Conflicts. This Declaration is designed to complement all governmental laws, ordinances, rules and regulations. Where any conflict exists between any provision of this Declaration and any provision of governmental laws, ordinances, rules and regulations, the most rigid or restrictive requirements for use and maintenance of the Common Areas shall control.

Section 11. Severability. If any portion of this Declaration is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

UNOFFICIAL COPY

Section 12. Addresses. Prior to the Turnover Date, each Member shall file the correct mailing address of such Member with Developer, and shall notify Developer promptly in writing of any subsequent change of address. Developer shall maintain a file of such addresses and make the same available to appropriate parties prior to the Turnover Date. Subsequent to the Turnover Date, each Member shall make such filings with and notifications to the Association and the Association shall maintain said file. A written or printed notice deposited in the United States Post Office, postage prepaid, and addressed to any Member at the last address filed by such Member with Developer or the Association, as the case may be, shall be sufficient and proper notice to such Member whenever notices are required or permitted in this Declaration, and shall be deemed delivered three (3) days after mailing. Notices of meetings of the Board or the Membership must be deposited in the United States Postal Office at least ten (10) days in advance of said meetings.

Section 13. Developer's Assignment. Developer reserves the right to transfer any and all of its privileges, obligations, right, title and interest hereunder or in the Common Areas, by means of recording an assignment of such with the Office of the Recorder of Deeds of Cook County, Illinois. Upon such recording, Developer shall be relieved from any liability arising thereafter from the performance or nonperformance of said rights and obligations.

Section 14. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for association.

Section 15. The singular shall include the plural wherever this Declaration so requires, and the masculine, the feminine and neuter, and vice versa.

[The Remainder of This Page is Left Blank Intentionally]

UNOFFICIAL COPY

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed as of the day and year first above written.

DEVELOPER:

SOLO DEVELOPMENT GROUP III, LLC,
an Illinois limited liability company

By: James M. Nickerson
James M. Nickerson, its managing member

SUBSCRIBED and SWORN to before me
this 22nd day of February, 2007.

Blake M Vance
NOTARY PUBLIC

My Commission Expires: 6-6-2009



UNOFFICIAL COPY

Exhibit A



CHICAGO TITLE INSURANCE COMPANY

STREET ADDRESS: 2033 W. 35TH STREET

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 17-31-306-001-0000, 17-31-306-002, 17-31-306-003;

LEGAL DESCRIPTION: 17-31-306-004; 17-31-306-005; 17-31-306-006

PARCEL 1: 17-31-306-007

2033 W. 35TH STREET

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 1 DEGREE 38 MINUTES 9 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, 51.45 TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 25.54 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 1 DEGREE 30 MINUTES 57 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 51.43 FEET TO THE NORTH LINE OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS EAST, ALONG SAID NORTH LINE, 25.43 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1311 SQUARE FEET, MORE OR LESS, THEREIN.

2035 W. 35TH STREET

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 1 DEGREE 38 MINUTES 9 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, 51.45 TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 25.54 FEET TO A POINT OF BEGINNING ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 1 DEGREE 30 MINUTES 57 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 51.43 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID NORTH LINE, 20.00 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 30 MINUTES 57 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 51.42 FEET TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1028 SQUARE FEET, MORE OR LESS, THEREIN.

(CONTINUED)

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

STREET ADDRESS: 2033 W. 35TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

2037 W. 35TH STREET

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 1 DEGREE 38 MINUTES 9 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, 51.45 TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 45.54 FEET TO A POINT OF BEGINNING ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 1 DEGREE 30 MINUTES 57 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 51.42 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID NORTH LINE, 20.00 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 30 MINUTES 57 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 51.40 FEET TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1023 SQUARE FEET, MORE OR LESS, THEREIN.

2039 W. 35TH STREET

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 1 DEGREE 38 MINUTES 9 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, 51.45 TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 65.54 FEET TO A POINT OF BEGINNING ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 1 DEGREE 30 MINUTES 57 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 51.40 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID NORTH LINE, 20.00 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 30 MINUTES 57 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 51.38 FEET TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF

LEGALD

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

STREET ADDRESS: 2033 W. 35TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1028 SQUARE FEET, MORE OR LESS, THEREIN.

2041 W. 35TH STREET

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 1 DEGREE 38 MINUTES 9 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, 51.45 TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 85.54 FEET TO A POINT OF BEGINNING ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 1 DEGREE 30 MINUTES 57 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 51.38 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID NORTH LINE, 20.00 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 30 MINUTES 57 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 51.37 FEET TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1028 SQUARE FEET, MORE OR LESS, THEREIN.

2043 W. 35TH STREET

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 1 DEGREE 38 MINUTES 9 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, 51.45 TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 105.54 FEET TO A POINT OF BEGINNING ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 1 DEGREE 30 MINUTES 57 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 51.37 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 40 MINUTES 22

LEGALD

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

STREET ADDRESS: 2033 W. 35TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

SECONDS WEST, ALONG SAID NORTH LINE, 20.33 FEET TO A POINT ON THE NORTHERLY EXTENSION OF A WEST WALL OF A BRICK BUILDING; THENCE SOUTH 1 DEGREE 30 MINUTES 57 SECONDS EAST, ALONG SAID WEST WALL, 51.35 FEET TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 20.33 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1044 SQUARE FEET, MORE OR LESS, THEREIN.

2059 W. 35TH STREET

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 1 DEGREE 38 MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT, 51.24 TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 24.96 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 0 DEGREES 58 MINUTES 54 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 51.26 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID NORTH LINE, 25.55 FEET TO A POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1294 SQUARE FEET, MORE OR LESS, THEREIN.

2057 W. 35TH STREET

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 1 DEGREE 38 MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT, 51.24 TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 24.96 FEET TO A POINT OF BEGINNING ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 0 DEGREES 58 MINUTES 54 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 51.26 FEET TO THE NORTH LINE OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS EAST, ALONG SAID NORTH LINE, 20.00 FEET TO A POINT ON THE NORTHERLY

LEGALD

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

STREET ADDRESS: 2033 W. 35TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 0 DEGREE 58 MINUTES 54 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 51.28 FEET TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1025 SQUARE FEET, MORE OR LESS, THEREIN.

2055 W. 35TH STREET

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 1 DEGREE 38 MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT, 51.24 TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 44.96 FEET TO A POINT OF BEGINNING ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 0 DEGREES 58 MINUTES 54 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 51.28 FEET TO THE NORTH LINE OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS EAST, ALONG SAID NORTH LINE, 20.00 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 0 DEGREE 58 MINUTES 54 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 51.29 FEET TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1026 SQUARE FEET, MORE OR LESS, THEREIN.

2053 W. 35TH STREET

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 1 DEGREE 38 MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT, 51.24 TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 64.96 FEET TO A POINT OF BEGINNING ON THE SOUTHERLY EXTENSION OF THE

LEGALD

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

STREET ADDRESS: 2033 W. 35TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

CENTER LINE OF A COMMON WALL; THENCE NORTH 0 DEGREES 58 MINUTES 54 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 51.29 FEET TO THE NORTH LINE OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS EAST, ALONG SAID NORTH LINE, 20.00 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 0 DEGREE 58 MINUTES 54 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 51.31 FEET TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1026 SQUARE FEET, MORE OR LESS, THEREIN.

2051 W. 35TH STREET

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 1 DEGREE 38 MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT, 51.24 TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 84.96 FEET TO A POINT OF BEGINNING ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 0 DEGREES 58 MINUTES 54 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 51.31 FEET TO THE NORTH LINE OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS EAST, ALONG SAID NORTH LINE, 20.00 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 0 DEGREE 58 MINUTES 54 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 51.33 FEET TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1026 SQUARE FEET, MORE OR LESS, THEREIN.

2049 W. 35TH STREET

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 1 DEGREE 38

LEGALD

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

STREET ADDRESS: 2033 W. 35TH STREET
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT, 51.24 TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 104.96 FEET TO A POINT OF BEGINNING ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 0 DEGREES 58 MINUTES 54 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 51.33 FEET TO THE NORTH LINE OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID NORTH LINE, 20.33 FEET TO A POINT ON THE NORTHERLY EXTENSION OF A EAST WALL OF A BRICK BUILDING; THENCE SOUTH 0 DEGREE 58 MINUTES 54 SECONDS EAST, ALONG SAID EAST WALL, 51.34 FEET TO A POINT ON A LINE THAT IS 2.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 20.33 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1044 SQUARE FEET, MORE OR LESS, THEREIN.

3510 S. SEELEY AVENUE UNIT 1

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 1 DEGREE 38 MINUTES 9 SECONDS WEST, ALONG THE EAST LINE OF SAID TRACT, 52.81 TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 25.68 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 9 MINUTES 18 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 52.83 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS EAST, ALONG SAID SOUTH LINE, 26.12 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1368 SQUARE FEET, MORE OR LESS, THEREIN.

3510 S. SEELEY AVENUE UNIT 2

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 1 DEGREE 38 MINUTES 9 SECONDS WEST, ALONG THE EAST LINE OF SAID TRACT, 52.81 TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL

LEGALD

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

STREET ADDRESS: 2033 W. 35TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

LINE, 25.68 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 9 MINUTES 18 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 52.83 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID SOUTH LINE, 20.00 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 1 DEGREE 9 MINUTES 18 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 52.84 FEET TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1057 SQUARE FEET, MORE OR LESS, THEREIN.

3510 S. SEELEY AVENUE UNIT 3

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 1 DEGREE 38 MINUTES 9 SECONDS WEST, ALONG THE EAST LINE OF SAID TRACT, 52.81 TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 45.68 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 9 MINUTES 18 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 52.84 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID SOUTH LINE, 20.00 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 1 DEGREE 9 MINUTES 18 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 52.86 FEET TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1057 SQUARE FEET, MORE OR LESS, THEREIN.

3510 S. SEELEY AVENUE UNIT 4

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

LEGALD

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

STREET ADDRESS: 2033 W. 35TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 1 DEGREE 38 MINUTES 9 SECONDS WEST, ALONG THE EAST LINE OF SAID TRACT, 52.81 TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 65.68 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 9 MINUTES 18 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 52.86 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID SOUTH LINE, 20.00 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 1 DEGREE 9 MINUTES 18 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 52.87 FEET TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1057 SQUARE FEET, MORE OR LESS, THEREIN.

3510 S. SEELEY AVENUE UNIT 5

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 1 DEGREE 38 MINUTES 9 SECONDS WEST, ALONG THE EAST LINE OF SAID TRACT, 52.81 TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 65.68 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 9 MINUTES 18 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 52.87 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID SOUTH LINE, 20.00 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 1 DEGREE 9 MINUTES 18 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 52.89 FEET TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1058 SQUARE FEET, MORE OR LESS, THEREIN.

3510 S. SEELEY AVENUE UNIT 6

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM

LEGALD

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

STREET ADDRESS: 2033 W. 35TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 1 DEGREE 38 MINUTES 9 SECONDS WEST, ALONG THE EAST LINE OF SAID TRACT, 52.81 TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 105.68 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 9 MINUTES 18 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 52.89 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID SOUTH LINE, 20.33 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF A WEST WALL OF A BRICK BUILDING; THENCE NORTH 1 DEGREE 9 MINUTES 18 SECONDS WEST, ALONG SAID WEST WALL, 52.91 FEET TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST ALONG SAID PARALLEL LINE, 20.33 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1075 SQUARE FEET, MORE OR LESS, THEREIN.

3511 S. HOYNE AVENUE UNIT 1

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 1 DEGREE 38 MINUTES 40 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACT, 53.02 TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 24.94 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 16 MINUTES 54 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 53.00 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID SOUTH LINE, 24.60 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1313 SQUARE FEET, MORE OR LESS, THEREIN.

3511 S. HOYNE AVENUE UNIT 2

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP

LEGALD

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

STREET ADDRESS: 2033 W. 35TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 1 DEGREE 38
 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF SAID TRACT, 53.02 TO A POINT ON
 A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK
 BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL
 LINE, 24.94 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE
 CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 16 MINUTES 54 SECONDS EAST,
 ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 53.00
 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22
 SECONDS WEST, ALONG SAID SOUTH LINE, 20.00 FEET TO A POINT ON THE SOUTHERLY
 EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 1 DEGREE 16 MINUTES
 54 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY
 EXTENSIONS THEREOF, 52.98 FEET TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF
 AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43
 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF
 BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1060 SQUARE FEET, MORE OR
 LESS, THEREIN.

3511 S. HOYNE AVENUE UNIT 3

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM
 EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST
 QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133
 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP
 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 1 DEGREE 38
 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF SAID TRACT, 53.02 TO A POINT ON
 A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK
 BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL
 LINE, 44.94 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE
 CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 16 MINUTES 54 SECONDS EAST,
 ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 52.98
 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22
 SECONDS WEST, ALONG SAID SOUTH LINE, 20.00 FEET TO A POINT ON THE SOUTHERLY
 EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 1 DEGREE 16 MINUTES
 54 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY
 EXTENSIONS THEREOF, 52.97 FEET TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF
 AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43
 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF
 BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1059 SQUARE FEET, MORE OR
 LESS, THEREIN.

3511 S. HOYNE AVENUE UNIT 4

LEGALD

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

STREET ADDRESS: 2033 W. 35TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 1 DEGREE 38 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF SAID TRACT, 53.02 TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 64.94 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 16 MINUTES 54 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 52.97 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID SOUTH LINE, 20.00 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 1 DEGREE 16 MINUTES 54 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 52.95 FEET TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1059 SQUARE FEET, MORE OR LESS, THEREIN.

3511 S. HOYNE AVENUE UNIT 5

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 1 DEGREE 38 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF SAID TRACT, 53.02 TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 43 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 84.94 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 16 MINUTES 54 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 52.95 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID SOUTH LINE, 20.00 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 1 DEGREE 16 MINUTES 54 SECONDS WEST, ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 52.93 FEET TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1059 SQUARE FEET, MORE OR

LEGALD

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

STREET ADDRESS: 2033 W. 35TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

LESS, THEREIN.

3511 S. HOYNE AVENUE UNIT 6

THAT PART OF LOTS 1, 2, 3, 4 AND 5, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 1 DEGREE 38 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF SAID TRACT, 53.02 TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 42 MINUTES 5 SECONDS EAST, ALONG SAID PARALLEL LINE, 104.94 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 1 DEGREE 16 MINUTES 54 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 52.93 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID SOUTH LINE, 20.33 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF A EAST WALL OF A BRICK BUILDING; THENCE NORTH 1 DEGREE 16 MINUTES 54 SECONDS WEST, ALONG SAID EAST WALL, 52.92 FEET TO A POINT ON A LINE THAT IS 22.74 FEET SOUTH OF AND PARALLEL WITH THE SOUTH WALL OF A BRICK BUILDING; THENCE SOUTH 88 DEGREES 43 MINUTES 5 SECONDS WEST, ALONG SAID PARALLEL LINE, 20.33 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1076 SQUARE FEET, MORE OR LESS, THEREIN.

3517 S. HOYNE AVENUE UNIT 1

THAT PART OF LOTS 6 AND 7, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS EAST, ALONG THE NORTH LINE OF SAID TRACT, 12.43 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE WEST WALL OF A BRICK BUILDING; THENCE SOUTH 0 DEGREES 58 MINUTES 47 SECONDS EAST, ALONG SAID EXTENSION AND WEST WALL AND THE SOUTHERLY EXTENSION THEREOF, 53.57 FEET TO A POINT ON A LINE THAT IS 12.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH WALL OF SAID BUILDING; THENCE NORTH 88 DEGREES 48 MINUTES 23 SECONDS EAST, ALONG SAID PARALLEL LINE, 20.31 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL;

LEGALD

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

STREET ADDRESS: 2033 W. 35TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

THENCE NORTH 0 DEGREES 58 MINUTES 47 SECONDS WEST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 53.61 FEET TO A POINT ON SAID NORTH LINE; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID NORTH LINE, 20.31 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1088 SQUARE FEET, MORE OR LESS, THEREIN.

3517 S. HOYNE AVENUE UNIT 2

THAT PART OF LOTS 6 AND 7, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS EAST, ALONG THE NORTH LINE OF SAID TRACT, 32.74 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 0 DEGREES 58 MINUTES 47 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 53.61 FEET TO A POINT THAT IS 12.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 48 MINUTES 23 SECONDS EAST, 20.00 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 0 DEGREES 58 MINUTES 47 SECONDS WEST ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 53.66 FEET TO A POINT ON SAID NORTH LINE, THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID NORTH LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1073 SQUARE FEET, MORE OR LESS, THEREIN.

3517 S. HOYNE AVENUE UNIT 3

THAT PART OF LOTS 6 AND 7, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS EAST, ALONG THE NORTH LINE OF SAID TRACT, 52.74 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 0 DEGREES 58 MINUTES 47 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 53.66 FEET TO A POINT THAT IS 12.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 48 MINUTES 23 SECONDS EAST, 16.00 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 0 DEGREES 58 MINUTES

LEGALD

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

STREET ADDRESS: 2033 W. 35TH STREET
 CITY: CHICAGO COUNTY: COOK
 TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

47 SECONDS WEST ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 53.70 FEET TO A POINT ON SAID NORTH LINE; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID NORTH LINE, 16.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 859 SQUARE FEET, MORE OR LESS, THEREIN.

3517 S. HOYNE AVENUE UNIT 4

THAT PART OF LOTS 6 AND 7, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS EAST, ALONG THE NORTH LINE OF SAID TRACT, 68.74 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 0 DEGREES 58 MINUTES 47 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 53.70 FEET TO A POINT THAT IS 12.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 48 MINUTES 23 SECONDS EAST, 16.00 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 0 DEGREES 58 MINUTES 47 SECONDS WEST ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 53.73 FEET TO A POINT ON SAID NORTH LINE, THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID NORTH LINE, 16.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 859 SQUARE FEET, MORE OR LESS, THEREIN.

3517 S. HOYNE AVENUE UNIT 5

THAT PART OF LOTS 6 AND 7, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS EAST, ALONG THE NORTH LINE OF SAID TRACT, 84.74 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 0 DEGREES 58 MINUTES 47 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 53.73 FEET TO A POINT THAT IS 12.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 48 MINUTES 23 SECONDS EAST, 20.00 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE NORTH 0 DEGREES 58 MINUTES

LEGALD

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

STREET ADDRESS: 2033 W. 35TH STREET
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 17-31-306-001-0000

LEGAL DESCRIPTION:

47 SECONDS WEST ALONG SAID CENTER LINE AND THE SOUTHERLY AND NORTHERLY EXTENSIONS THEREOF, 53.78 FEET TO A POINT ON SAID NORTH LINE; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID NORTH LINE, 20.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1075 SQUARE FEET, MORE OR LESS, THEREIN.

3517 S. HOYNE AVENUE UNIT 6

THAT PART OF LOTS 6 AND 7, TAKEN AS A TRACT, IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (EXCEPT THE NORTH 100 FEET OF THE SOUTH 133 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE NORTH 88 DEGREES 40 MINUTES 22 SECONDS EAST, ALONG THE NORTH LINE OF SAID TRACT, 104.74 FEET TO A POINT OF BEGINNING ON THE NORTHERLY EXTENSION OF THE CENTER LINE OF A COMMON WALL; THENCE SOUTH 0 DEGREES 58 MINUTES 47 SECONDS EAST, ALONG SAID CENTER LINE AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, 53.78 FEET TO A POINT THAT IS 12.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH WALL OF A BRICK BUILDING; THENCE NORTH 88 DEGREES 48 MINUTES 23 SECONDS EAST, 21.03 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE NORTH 1 DEGREE 38 MINUTES 7 SECONDS WEST, ALONG SAID EAST LINE, 53.83 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS WEST, ALONG SAID NORTH LINE, 20.42 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 1115 SQUARE FEET, MORE OR LESS, THEREIN.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1-35 FOR PEDESTRIAL AND VEHICULAR ACCESS, INGRESS, EGRESS AS CREATED BY DECLARATION OF COVENANTS, CONDITION, RESTRICTIONS AND EASEMENTS RECORDED ~ AS DOCUMENT NUMBER ~.

UNOFFICIAL COPY

EXHIBIT C CONSENT OF NOTE HOLDER

AMERICAN CHARTERED BANK, HOLDER OF A NOTE SECURED BY A MORTGAGE ON THE PROPERTY DATED _____, HEREBY CONSENTS TO THE EXECUTION AND RECORDING OF THE ABOVE AND FOREGOING DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENT, AND HOMEOWNERS ASSOCIATION, AND HEREBY SUBMITS THE FOLLOWING TO THE PROVISIONS OF THE ABOVE AND FOREGOING DECLARATION OF CONDOMINIUM AND THE CONDOMINIUM PROPERTY ACT:

1) MORTGAGE RECORDED NOVEMBER 29, 2005 AS DOCUMENT NUMBER 0533335240 AND MODIFIED ON APRIL 20, 2006 AS DOCUMENT NUMBER 0611034050 AND MODIFIED FOR A THIRD TIME ON APRIL 20, 2006 AS DOCUMENT NUMBER 0611034051;

2) REAL ESTATE MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND UCC FIXTURE FILING DATED OCTOBER 12, 2004 AND RECORDED OCTOBER 18, 2004 AS DOCUMENT 0429233793, LOAN MODIFICATION AGREEMENT RECORDED JUNE 7, 2005 AS DOCUMENT 0515839027, SECOND LOAN MODIFICATION AGREEMENT AND ASSUMPTION AND RELEASE AGREEMENT, RECORDED APRIL 20, 2006 AS DOCUMENT 0611034050 THIRD LOAN MODIFICATION AGREEMENT, RECORDED APRIL 20, 2006 AS DOCUMENT 0611034051, FOURTH LOAN MODIFICATION AGREEMENT, RECORDED NOVEMBER 6, 2006 AS DOCUMENT 0631013266.

IN WITNES WHEREOF, THE SAID AMERICAN CHARTERED BANK HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS ON ITS BEHALF; ALL DONE AT CHICAGO, ILLINOIS ON THIS ___ DAY OF FEBRUARY 2007.

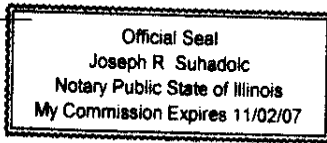
AMERICAN CHARTERED BANK:

BY: Stephen M. Finkle

ATTEST: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS 9 DAY OF February 2007

NOTARY PUBLIC
MY COMMISSION EXPIRES: 11/02/07



UNOFFICIAL COPY

Doc#: 0705718049 Fee: \$238.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/26/2007 02:36 PM Pg: 1 of 50

OVERSIZE

Property of Cook County Clerk's Office

EXHIBIT FORWARD TO PLAT COUNTER FOR SCANNING

*4781
60N*

RECORDED DATE _____

CASHIER # / NAME _____