

# UNOFFICIAL COPY

PREPARED BY AND AFTER  
RECORDING RETURN TO:

Jerome Wiener  
Schain, Burney, Ross & Citron, Ltd.  
222 North LaSalle Street  
Suite 1910  
Chicago, Illinois 60601



Doc#: 0802439101 Fee: \$64.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/24/2008 11:26 AM Pg: 1 of 21

## RESTRICTIVE COVENANT AND MAINTENANCE EASEMENT

THIS RESTRICTIVE COVENANT AND MAINTENANCE EASEMENT ("Agreement") is entered into this 22<sup>ND</sup> day of JANUARY, 2008, by and between THE 400 CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation ("400 Association") and LAKESHORE EAST PARK HOMES, LLC, an Illinois limited liability company ("Park Homes"), and shall be perpetually in full force and effect.

WHEREAS, the 400 Association is the governing body for the condominium development located at 400 East Randolph Street, Chicago, Cook County, Illinois, as legally described on Exhibit "A" attached hereto and incorporated herein ("400 East Randolph").

WHEREAS, Park Homes is the developer of a townhome structure located at 401 East Benton Place, Chicago, Illinois and commonly known as the "Townhome Building" adjacent to 400 East Randolph, as legally described on Exhibit "B" attached hereto and incorporated herein ("Townhome Property").

WHEREAS, the Townhome Building contains 25 units, including units numbered 401, 403, 409 and 411. Units numbered 401, 403, 409 and 411 shall be referred to herein as the "Restricted Units."

WHEREAS, Park Homes' predecessors, Lakeshore East, LLC has conveyed the Townhome Property, including the Townhome Building to Park Homes who will form an association to govern the Townhome Property and to record a condominium declaration ("Condominium Declaration") to create the "Parkhomes at Lakeshore East Condominium Association" (the "Parkhome Association") to govern the Townhome Property; and

WHEREAS, the Condominium Declaration, among other things, shall provide that the Parkhome Association shall be responsible to maintain the flashing between the roof of the Townhome Building and the 400 East Randolph building;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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1. Park Homes agrees and covenants that it shall not construct, maintain or suffer to be constructed or maintained as part of the Restricted Units of the Townhome Building , any structures or other improvements that extend above sixty six (66) feet six (6) inches above the Chicago City Datum, except pursuant to those certain plans and specifications prepared by Loewenberg Architects, LLC dated November 14, 2007, attached hereto and incorporated herein as Exhibit "C".

2. Park Homes agrees to cause the Parkhome Association to covenant in its Condominium Declaration that no items or objects shall be placed or maintained on the roofs or roof decks of the Restricted Units , except those items listed on Exhibit "D" attached hereto and incorporated herein ("Permitted Items").

3. In the event the Parkhome Association fails to maintain the flashing between the roof of the Townhome Building and the 400 East Randolph building, Park Homes hereby grants to the 400 Association an easement over and upon the necessary portions of the Townhome Building for purposes of repairing and maintaining said flashing. In such event, the 400 Association shall have the right to charge the cost of such repair and maintenance of the flashing back to the Parkhome Association. In addition, the 400 Association shall have the ability to place a lien upon the Townhome Building in the event the Parkhome Association fails to pay or reimburse the 400 Association for said costs expended. Provided however the 400 Association shall give the Parkhome Association five (5) business days prior written notice before it commences any work on the flashing. The 400 Association shall have the right to use the outside exit stairway of the Townhome Building or some other means not requiring the entrance into the private interior of the Townhome Building to complete the repairs as provided in this Agreement. Prior to any such access, the 400 Association shall provide evidence of liability insurance to the Parkhome Association. The 400 Association shall indemnify and hold the Parkhome Association and its members harmless from any damage to property or injury to person caused by the 400 Association's entry onto the Townhome Building pursuant to this Agreement, except for such damage or injury to person or property arising out of the intentional or negligent act or actions of the Parkhome Association or its members.

4. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall run with the land, shall be recorded against the 400 East Randolph property and the Townhome Property and shall be binding upon and inure to the benefit of the 400 Association and Park Homes and their respective heirs, devisees, executors, administrators, personal representatives, agents, grantees, successors, and assigns and invitees, including, without limitation, all subsequent owners of the 400 East Randolph property and the Townhome Property, and all persons claiming under any of them.

5. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without regard to its choice of laws rules. All disputes concerning this Agreement shall lie within the exclusive jurisdiction of courts sitting in the County of Cook, Illinois. The costs of bringing any action to enforce this Agreement (*including reasonable attorney's fees and costs*) shall be borne by the non-prevailing party.

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6. Enforcement of the provisions of this Agreement shall be by any proceeding at law or in equity, brought by the parties hereto or their successors or assigns, against any person or persons violating or attempting to violate any provision hereof, either to restrain or prevent such violation or attempted violation or to recover damages, or both. Failure by the parties or their successors or assigns, to promptly enforce any provision of this Agreement shall in no event be a bar to enforcement thereafter and shall not waive any rights of the parties or their successors or assigns, to so enforce any provision of this Agreement.

7. This Agreement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

8. Notwithstanding any provision or term contained herein, neither Park Homes nor its successor or assigns shall be liable or held responsible for any damage whatsoever caused by water seepage, water infiltration or the like to 400 East Randolph as a result of the installation of the flashing.

9. Notwithstanding anything contained in this Agreement to the contrary, until such a time as the Condominium Declaration has been recorded with the Recorder of Deeds of Cook County, Illinois, which Condominium Declaration creates the Parkhome Association, Park Homes shall be responsible for the maintenance of the flashing between the roof of the Townhome Building and the 400 East Randolph building as provided in Paragraph 3 above. In addition, Park Homes covenants and agrees that no items or objects shall be placed or maintained on the roofs or roof decks of the Restricted Units, except those items listed on Exhibit "D" attached hereto and incorporated herein.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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IN WITNESS WHEREOF, the 400 Association and Park Homes have read this Agreement and have hereto affixed their signatures.

**THE 400 CONDOMINIUM ASSOCIATION**

By: [Signature]  
Name: JAMES C. JACOBSEN  
Its: PRESIDENT

**LAKESHORE EAST PARK HOMES, LLC,**  
an Illinois limited liability company

By: [Signature]  
Name: Joel Carlins  
Its: Manager

JW/400 CondominiumAssoc/400 EAST CONDO - RESTRICTIVE COVENANT-12-8-07-FINAL

Property of Cook County Clerk's Office

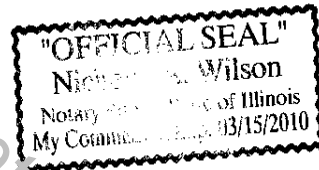
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Nichelle A. Wilson a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that JAMES C JACOBSEN JR., as PRESIDENT of The **400 Condominium Association**, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing Restrictive Covenant and Maintenance Easement, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of the association and as his/her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 22 day of January, 2008

Nichelle A. Wilson  
Notary Public

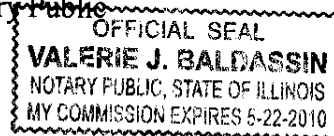


STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Valerie J. Baldassin, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Joel Carlins, as Manager of **Lakeshore East Park Homes, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing Restrictive Covenant and Maintenance Easement, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument, on behalf of the company and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 15<sup>th</sup> day of January, 2008.

Valerie J. Baldassin  
Notary Public

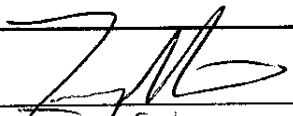


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## CONSENT OF MORTGAGEE

National City Bank, a national banking association, holder of a Mortgage (the "Mortgage") dated as of November 30, 2007 and recorded in the office of the Recorder of Deeds of Cook County, Illinois, on December 4, 2007 as Document Number 0733818063 hereby consents to the execution and recording of the attached Restrictive Covenant and agrees that said Mortgage is subject thereto.

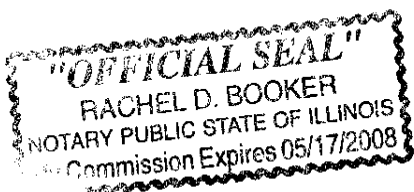
**IN WITNESS WHEREOF**, the said Bank has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf in Chicago, Illinois, on this 15 day of January, 2008.

\_\_\_\_\_  
\_\_\_\_\_  
By:   
Name: TRACY S LARISON  
Title: Senior Vice President

STATE OF ILLINOIS         )  
   ) SS.  
COUNTY OF COOK         )

I, Rachel Booker, a Notary Public in and for said County and State, **DO HEREBY CERTIFY** that Tracy Larison Sr. V.P. of National City Bank, as such President and \_\_\_\_\_, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

**GIVEN** under my hand and notarial seal this 15<sup>th</sup> day of January, 2008.



  
\_\_\_\_\_  
Notary Public

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## EXHIBIT "A"

LEGAL DESCRIPTION – 400 EAST RANDOLPH

Property of Cook County Clerk's Office

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## Declaration

**Permanent Index Numbers:**  
 17-10-400-012-1001 through  
 17-10-400-012-1957

**Common Address:**  
 400 E. Randolph Street  
 Chicago, IL

**Declaration of Condominium Ownership  
 for the 400 Condominium Association  
 400 East Randolph Street, Chicago, Illinois  
 A Not-For-Profit Corporation**

Recorded in the Office of the Recorder of Deeds of Cook County, Illinois as  
 Document No. 22453315

THIS DECLARATION, made and entered into by AMERICAN NATIONAL BANK  
 AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement  
 dated April 9, 1962, and known as Trust No. 17460 and not individually, for  
 convenience hereinafter referred to as the "Trustee";

### WITNESSETH:

WHEREAS, the Trustee is the legal title holder of the following described real  
 estate located in the County of Cook, and State of Illinois and described as:

#### PARCEL 1:

The land, property and space, being those parts of the premises described  
 in and shown on the plat of "Lake Front Plaza" a subdivision of a parcel of  
 land lying in accretions to Fractional Section 10, Township 39 North, Range  
 14, East of the Third Principal Meridian, according to the Plat thereof recorded  
 April 30, 1962 as Document 18461961, more particularly described as follows:

**Item 1: Lot 3A.**—All the land, property and space within the boundaries  
 of Parcel "A" at and above the horizontal plane 25.000 feet above  
 Chicago City Datum.

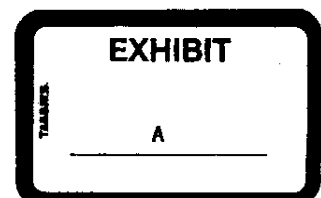
**Item 2: Lots C1 to C110, inclusive.**—All the land, property and space  
 within 110 vertical rectangular prisms the top and bottom faces of which  
 are in the horizontal planes respectively 25.000 feet above and 5.000 feet  
 above Chicago City Datum at the locations and of the dimensions shown  
 on the plat, representing the following lots, namely C1 to C110, inclusive.

**Item 3: Lots K1 to K110, inclusive, K121, K122, EK1 to EK6, inclusive,  
 EK111 to EK114, inclusive, DK105 to DK110, inclusive, and DK130 to  
 DK133, inclusive.**—All the land, property and space within 132 fractional  
 or complete vertical circular cylinders, the top surfaces of which are in  
 the horizontal plane 5.000 feet above Chicago City Datum and the lateral  
 surfaces of which are formed by the vertical projection downward of the  
 circles and segments of circles at the locations and of the dimensions  
 shown on the Plat, representing the following lots, namely, K1 to K110,  
 inclusive, K121, K122, EK1 to EK6, inclusive, EK111 to EK114, inclusive,  
 DK105 to DK110, inclusive, and DK130 to DK133, inclusive.

**Item 4: Lot (SW47-54).**—All the land, property and space within one  
 horizontal rectangular prism extending easterly, the top and bottom faces  
 of which are in horizontal planes respectively 25.000 feet above and  
 5.000 feet above Chicago City Datum, bounded on the North and South  
 by vertical planes respectively 60.000 feet and 60.667 feet South of the  
 North line of said Parcel "A" and bounded on the West and East by  
 vertical planes respectively 165.000 feet and 162.700 feet East of the  
 West line of said Parcel "A", excepting from said rectangular prism  
 that part falling within column lots C47 and C54.

**Item 5: Lot (SW63-70).**—All the land, property and space within one  
 horizontal rectangular prism extending easterly, the top and bottom faces  
 of which are in horizontal planes respectively 25.000 feet above and  
 5.000 feet above Chicago City Datum, bounded on the North and South  
 by vertical planes respectively 60.000 feet and 60.667 feet South of the  
 North line of said Parcel "A" and bounded on the West and East by  
 vertical planes respectively 206.875 feet and 224.583 feet east of the  
 West line of said Parcel "A", excepting from said rectangular prism that  
 part falling within column lots C63 and C70.

**Item 6: Lot (GB46-48).**—All the land, property and space within one  
 horizontal rectangular prism extending Northerly, the top and bottom  
 faces of which are in horizontal planes respectively 2.000 feet above and  
 2.000 feet below Chicago City Datum, bounded on the North and South  
 by vertical planes respectively 34.000 feet and 85.000 feet South of the  
 North line of said Parcel "A", and on the West and East by vertical  
 planes respectively 162.625 feet and 167.625 feet East of the West line of





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said Parcel "A", excepting from said rectangular prism that part falling within caisson lots K46, K47, K48, KE46, KE47 and KE48.

Item 7: Lot (GB47-70).—All the land, property and space within one horizontal rectangular prism extending Easterly, the top and bottom faces of which are in horizontal planes respectively 2.000 feet above and 2.000 feet below Chicago City Datum, bounded on the North and South by vertical planes respectively 55.916 feet and 60.916 feet South of the North line of said Parcel "A", and on the West and East by vertical planes respectively 167.625 feet and 221.958 feet East of the West line of said Parcel "A", excepting from said rectangular prism that part falling within caisson lots K54, K63, KE54 and KE63.

Item 8: Lot (GB69-71).—All the land, property and space within one horizontal rectangular prism extending Northerly, the top and bottom faces of which are in horizontal planes, respectively 2.000 feet above and 2.000 feet below Chicago City Datum, bounded on the North and South by vertical planes respectively 34.000 feet and 85.000 feet South of the North line of said Parcel "A" and on the West and East by vertical planes respectively 221.958 feet and 226.958 feet East of the West line of said Parcel "A", excepting from said rectangular prism that part falling within caisson lots K69, K70, K71, KE69, KE70 and KE71.

Item 9: Lots B1 to B110, inclusive, B115 to B120, inclusive, (B121-122), B123 to B129, inclusive, EB1 to EB6, inclusive, EB111 to EB114, inclusive, DB105 to DB110, inclusive, and DB130 to DB133, inclusive.—All the land, property and space within 144 fractional or complete vertical circular cylinders, the top surfaces of which are in the horizontal plane 50.000 feet below Chicago City Datum and the lateral surfaces of which are formed by the vertical projection downward of the circles and segments of circles at the locations and of the dimensions shown on the Plat, representing the following lots, namely, B1 to B110, inclusive, B115 to B120, inclusive, (B121-122), B123 to B129, inclusive, EB1 to EB6, inclusive, EB111 to EB114, inclusive, DB105 to DB110, inclusive, and DB130 to DB133, inclusive.

Item 10: Lot 1B.—All the land, property and space within the boundaries of Parcel "B" at and below the horizontal plane 25.000 feet above Chicago City Datum.

Item 11: Lot 2B.—All the land, property and space within the boundaries of Parcel "B" at and above the horizontal plane 25.000 feet above Chicago City Datum.

Item 12: Lots KE1 to KE53, inclusive, KE55 to KE62, inclusive, KE64 to KE110, inclusive, KE121, KE122, DKE105 to DKE110, inclusive, DKE130 to DKE133, inclusive, EKE1 to EKE6, inclusive, and EKE111 to EKE114, inclusive.—All the land, property and space within 130 fractional or complete vertical circular hollow cylinders, the top and bottom faces of which are in horizontal planes, respectively, 5.000 feet above and 50.000 feet below Chicago City Datum and the lateral surfaces of which are formed by the vertical projection upward and downward of the circles and segments of circles at the locations and of the dimensions shown on the Plat, representing the following lots, namely, KE1 to KE53, inclusive, KE55 to KE62, inclusive, KE64 to KE110, inclusive, KE121, KE122, DKE105 to DKE110, inclusive, DKE130 to DKE133, inclusive, EKE1 to EKE6, inclusive, and EKE111 to EKE114, inclusive.

Item 13: Lots KE54 and KE63.—All the land, property and space within 2 fractional vertical circular cylinders having a crescent shaped top section, the top and bottom surfaces of which are in the horizontal planes respectively 5.000 feet above and 50.000 feet below Chicago City Datum, and the lateral surfaces of which are formed by the vertical projection downward of the internal-tangent circles at the locations and of the dimensions shown on the Plat, representing the following lots, namely, KE54 and KE63.

Item 14: Lot (SWE47-70).—All the land, property and space within one horizontal rectangular prism extending Easterly, the top and bottom faces of which are in horizontal planes respectively 25.000 feet above and 2.000 feet above Chicago City Datum, bounded on the North and South by vertical planes respectively 59.167 feet and 60.667 feet South of the North line of said Parcel "A", and bounded on the West and East by vertical planes respectively 165.000 feet and 224.583 feet East of the

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West line of said Parcel "A", excepting from said rectangular prism that part falling within caisson lots K47, K54, K63, K70, KE47, KE54, KE63, KE70, or within column lots C47, C54, C63, C70, also excepting from said rectangular prism that part thereof lying between vertical planes respectively 59.167 feet and 60.667 feet South of the North line of said Parcel "A", and bounded on the West and East by vertical planes respectively 190.792 and 198.792 feet East of the West line of said Parcel "A", the top and bottom faces of which are in horizontal planes respectively 19.667 feet and 8.667 feet above Chicago City Datum, also excepting therefrom that part falling within (SW47-54) and (SW63-70).

Item 15: Lot (GBE121-122).—All the land, property and space within one horizontal rectangular prism extending Easterly, the top and bottom faces of which are in horizontal planes respectively 1.000 feet above and 3.000 feet below Chicago City Datum, bounded on the North and South by vertical planes respectively 169.063 feet and 171.000 feet South of the North line of said Parcel "A", and bounded on the West and East by vertical planes respectively 180.125 feet and 193.875 feet East of the West line of said Parcel "A", excepting from said rectangular prism that part falling within caisson lots K121 and K122.

Item 16: Lot (GBE47-70).—All the land, property and space within one horizontal rectangular prism extending Easterly, the top and bottom faces of which are in horizontal planes respectively 2.000 feet above and 2.000 feet below Chicago City Datum, bounded on the North and South by vertical planes respectively 60.916 feet and 62.167 feet South of the North line of said Parcel "A" and on the West and East by vertical planes respectively 167.625 feet and 221.938 feet East of the West line of said Parcel "A", excepting from said rectangular prism that part falling within caisson extra lots KE54 and KE63.

Item 17: Lots BE1, BE3 to BE9, inclusive, BE15, BE22, BE74 to BE80, inclusive, BE82, BE83, BE90, BE91, BE94, BE95, BE99 to BE110, inclusive, DBE105 to DBE110, inclusive, EBE1, EBE3 to EBE6, inclusive. —All the land, property, and space within 46 complete or fractional vertical circular cylinders, the top faces of which are in the horizontal plane 50.000 feet below Chicago City Datum, and the lateral surface of which are formed by the vertical projection downward of the circles at the locations and of the dimensions shown on the Plat, representing the following lots, namely, BE1, BE3 to BE9, inclusive, BE15, BE22, BE74 to BE80, inclusive, BE82, BE83, BE90, BE91, BE94, BE95, BE99 to BE110, inclusive, DBE105 to DBE110, inclusive, EBE1, EBE3 to EBE6, inclusive.

Item 18: Lots BE54 and BE63.—All the land, property and space within two fractional vertical circular cylinders having a crescent shaped top section the top surfaces of which are in the horizontal plane 50.000 feet below Chicago City Datum and the lateral surfaces of which are formed by the vertical projection downward of the internal-tangent circles at the locations and of the dimensions shown on the Plat, representing the following lots, namely, BE54 and BE63.

## PARCEL 2:

Easements for the benefit of Parcel 1 aforesaid as created by grant from Illinois Central Railroad Company to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 17460, dated May 1, 1962 and recorded May 7, 1962 as Document 18467559 and by grant recorded December 23, 1964 as Document 19341547 more particularly described as follows:

A. A perpetual easement for access roadway on and across a strip of land, being a part of Parcels "C" and "C-1" as shown on and described in Plat of "Lake Front Plaza" aforesaid, 25 feet of even width being 12.5 feet on each side of a center line described as follows:

Beginning at a point on the North line of East Randolph Street extended 152.5 feet East of the East line of Lake Shore Drive (Field Boulevard) viaduct as measured along said North line; thence South perpendicular to said North line of East Randolph Street extended, a distance of 140 feet to the Southerly property line of the Illinois Central Railroad Company.

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B. A perpetual easement for sanitary and storm sewers, water mains, electric power lines and telephone lines on and across the premises described as follows:

1. A tract of land being a part of Parcels "C" and "D" as shown on and described in Plat of "Lake Front Plaza" aforesaid described as follows: Beginning at a point 25 feet South of the North line of East Randolph Street extended and 6 feet West of the East line of Parcel "C"; thence North parallel with and 6 feet West of said East line a distance of 232 feet; thence West at a right angle 82 feet; thence South at a right angle 132 feet; thence West at a right angle 6 feet to the East line of Parcel "B"; thence South along said East line of Parcel "B" a distance of 75 feet to the North line of East Randolph Street extended; thence West along said North line of East Randolph Street extended a distance of 207 feet; thence South at a right angle 25 feet; thence East along a line parallel with and 25 feet South of said North line of East Randolph Street extended a distance of 275 feet to the place of beginning;

2. A tract of land of varying widths being a part of Parcels "A" and "E" as shown on and described in Plat of "Lake Front Plaza" aforesaid described as follows: Beginning at the South East corner of said Parcel "A"; thence North along the East line of said Parcel "A" a distance of 16 feet; thence West at a right angle 35 feet 8 inches; thence North at a right angle 116 feet; thence West at a right angle 8 feet; thence South at a right angle 116 feet; thence West at a right angle 69 feet; thence North at a right angle 116 feet; thence West at a right angle 8 feet; thence South at a right angle 116 feet; thence West at a right angle 96 feet 4 inches; thence North at a right angle 22 feet; thence West at a right angle 6 feet; thence South at a right angle 85 feet; thence West at a right angle 90 feet 8 inches; thence North at a right angle 85 feet; thence West at a right angle 43 feet 8 inches to the East line of Parcel "E"; thence North along said East line a distance of 111 feet; thence West at a right angle 20 feet; thence South at a right angle 119 feet; thence West at a right angle 95 feet; thence South at a right angle 10 feet; thence East at a right angle 20 feet; thence South at a right angle 53 feet; thence East at a right angle 20 feet to the East line of said Parcel "E"; thence North along said East line 55 feet to the North line of Parcel "B"; thence East along said North line a distance of 363 feet 4 inches to the place of beginning;

3. A strip of land being a part of Parcels "C" and "C-1" as shown on and described in the plat of "Lake Front Plaza" aforesaid, 4 feet of even width, being 2 feet on each side of a center line described as follows: beginning at a point 82 feet West of the East line of Parcel "C", as measured along the North line of East Randolph Street extended and 25 feet South of said North line; thence South perpendicular to said North line of East Randolph Street extended a distance of 88 feet, more or less, to the North bank of an existing slip; thence 28 feet of even width, being 14 feet on each side of center line, a distance of 13 feet; also a strip of land being a part of said Parcels "C" and "C-1", 6 feet of even width being 3 feet on each side of a center line described as follows: beginning at a point 189 feet West of said East line of Parcel "C", as measured along said North line of East Randolph Street extended and 25 feet South of said North line; thence South perpendicular to said North line of East Randolph Street extended a distance of 88 feet, more or less, to the North Bank of an existing slip; thence 20 feet of even width, being 10 feet on each side of said center line a distance of 10 feet.

#### PARCEL 3:

Easements for the benefit of Parcel 1 aforesaid created by Article III, Section 3.1 of the Supplemental Deed from Illinois Central Railroad Company to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 17460, dated December 15, 1964 and recorded December 23, 1964 as Document 19341545 as follows:

1. A perpetual right in, over and upon the excepted and reserved property and the easement property, and the property adjacent thereto, for

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reasonable access for the construction, maintenance, repair, reconstruction, relocation, renewal, alterations, removal and inspection of the supports of the improvement, and of the pipes and equipment for air conditioning, connections with viaducts, water main, sewers, heating, electric, telephone, gas or other utility lines, ground level access road, or other facilities, which at any time may be situated within the air right property, the excepted and reserved property, or the easement property or which may be otherwise under the responsibility of grantee, and generally for the purpose of fulfilling its obligations and exercising its rights under said Deed, together with a perpetual right of underlying and lateral support, either natural or structural, for the supports of the improvement to the extent required for the structural safety thereof.

2. Perpetual easements to install, and to maintain so far as required by law or the provisions of said Deed; the necessary expansion joints, sewers, gutters, downspouts, pipes, equipment and water-proofing to provide a surface drainage for the improvement to storm sewers constructed within easements provided for in said Deed.

3. A perpetual easement to use such part of the excepted and reserved property, the easement property and other property of the grantor in which supports for the purpose of support of the building are located. The location of such supports is described in Lots No. 1 through 133 of the Plat of Survey and the face of the Plat of Survey, which Plat of Survey was recorded December 10, 1964 as Document 19330409:

#### PARCEL 4:

Easement for the benefit of Parcel 1 aforesaid created by grants from Illinois Central Railroad Company dated May 1, 1962 and recorded May 7, 1962 as Document 18467559 and dated December 17, 1964 and recorded December 23, 1964 as Document 19341547 for reasonable access for the construction, maintenance, repair, reconstruction, relocation, renewal, alteration, removal and inspection of the supports of the viaducts as described in said instrument, in, over and upon the excepted and reserved property and the property adjacent thereto, all in Cook County, Illinois.

#### PARCEL 5:

Easement for egress and ingress over and across private street known as E. Randolph St. granted by Interstate Investments to Declarant which terminates on the date said street is taken or dedicated as a public street.

(Parcels 1 through 5 are collectively herein referred to as the "Parcel").

The Parcel is, on the date this Declaration is recorded, subject to:

1. general taxes for 1973;
2. ordinances of the City of Chicago recorded May 9, 1931 as Document 10898857, and recorded April 10, 1970 as Document No. 21132412;
3. Rights, obligations and conditions contained in Deed recorded May 7, 1962 as Document No. 18467558 and Deed recorded May 7, 1962 as Document No. 18467559 and in Supplemental Deed recorded December 23, 1964, as Document No. 19341545 and in Supplemental Viaduct Deed recorded December 23, 1964 as Document No. 19341547, relating to location, construction, maintenance, use and substitution of tracks, supports, utilities, equipment, drainage;
4. terms, powers, provisions and limitations of trust under which title to Parcels is held;
5. easements and rights in favor of gas, electric, telephone and water utilities serving the parcels;
6. Mortgage recorded May 14, 1973 as Document No. 22323933, Assignment of Rents recorded as Document No. 22323934, Assignment of Leases, security interest disclosed by Financing Statement filed May 14, 1973, as No. 73 U 26304, all in favor of B. B. Cohen & Co. providing for partial releases upon sale and conveyance of individual condominium units provided required prepayment is made;
7. leases of portions of the Parcels expiring as made.

WHEREAS, the Trustee intends to and does hereby submit the above-described real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and

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## EXHIBIT "B"

LEGAL DESCRIPTION - TOWNHOME DEVELOPMENT

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LOT 18 IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 4, 2003 AS DOCUMENT 0030301045.

**Permanent Index Numbers:**

17-10-400-015-0000

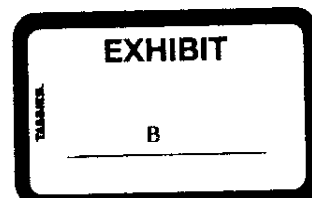
17-10-400-016-0000

**Common Address:**

401 E. Benton Place

Chicago, Illinois

Property of Cook County Clerk's Office



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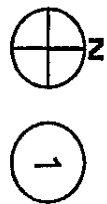
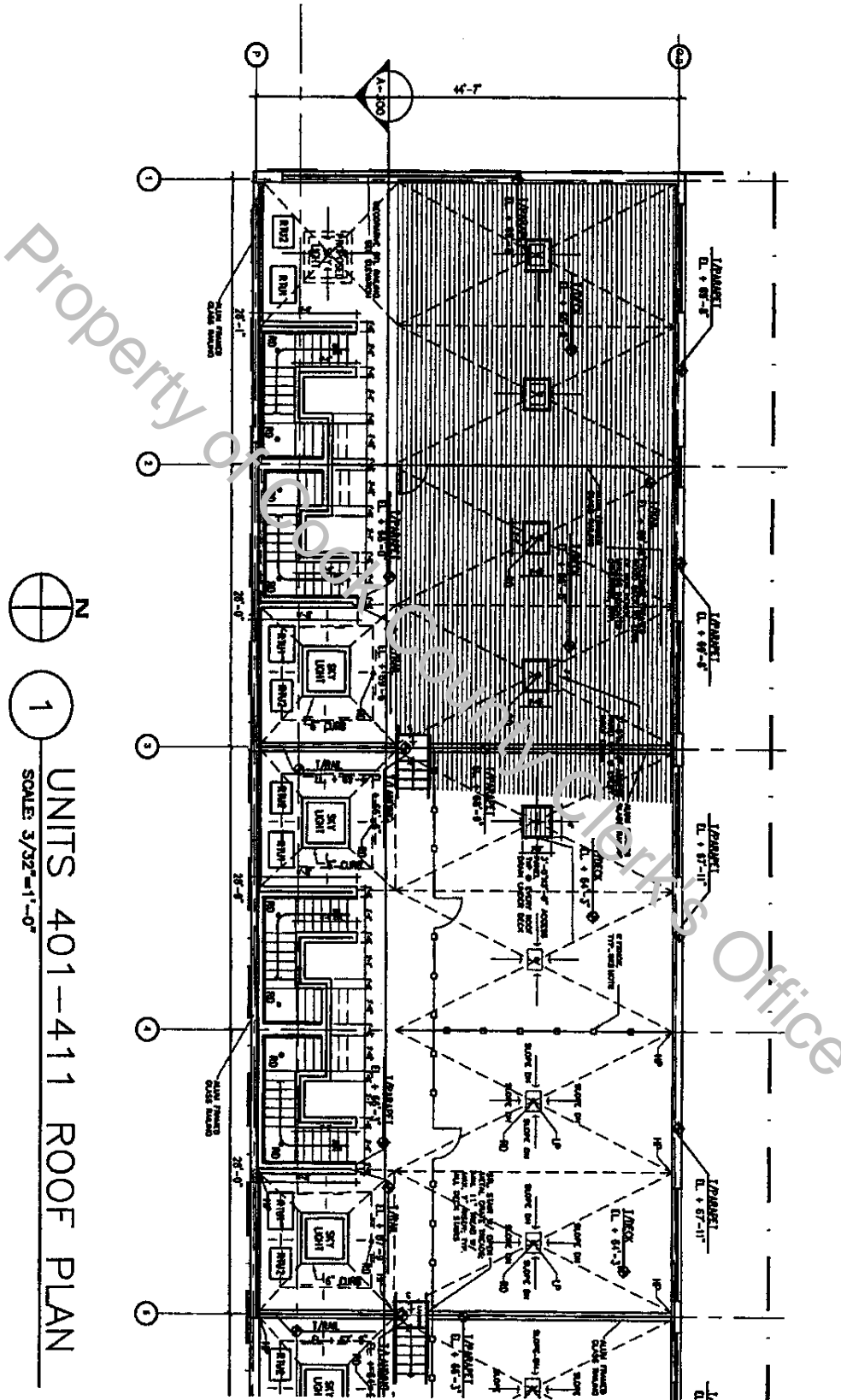
## EXHIBIT "C"

### PLANS AND SPECIFICATIONS

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UNITS 401-411 ROOF PLAN

SCALE: 3/32"=1'-0"

**LOEWENBERG ARCHITECTS LLC**  
 303 EAST WICKER DRIVE, SUITE 2750  
 CHICAGO, ILLINOIS 60601  
 TEL: (312) 440-9600  
 FAX: (312) 440-1422  
 WWW.LOEWENBERG.COM

**UNITS 401-411 ROOF PLAN**  
 BENTON PLACE PARK HOMES  
 MACELLAN DEVELOPMENT GROUP  
 NEAR NORTH PROPERTIES  
 RESIDENTIAL AND DEVELOPMENT

PROJECT NO: 01104  
 DATE: 11/14/07  
 SCALE: AS NOTED  
 DRAWN BY:

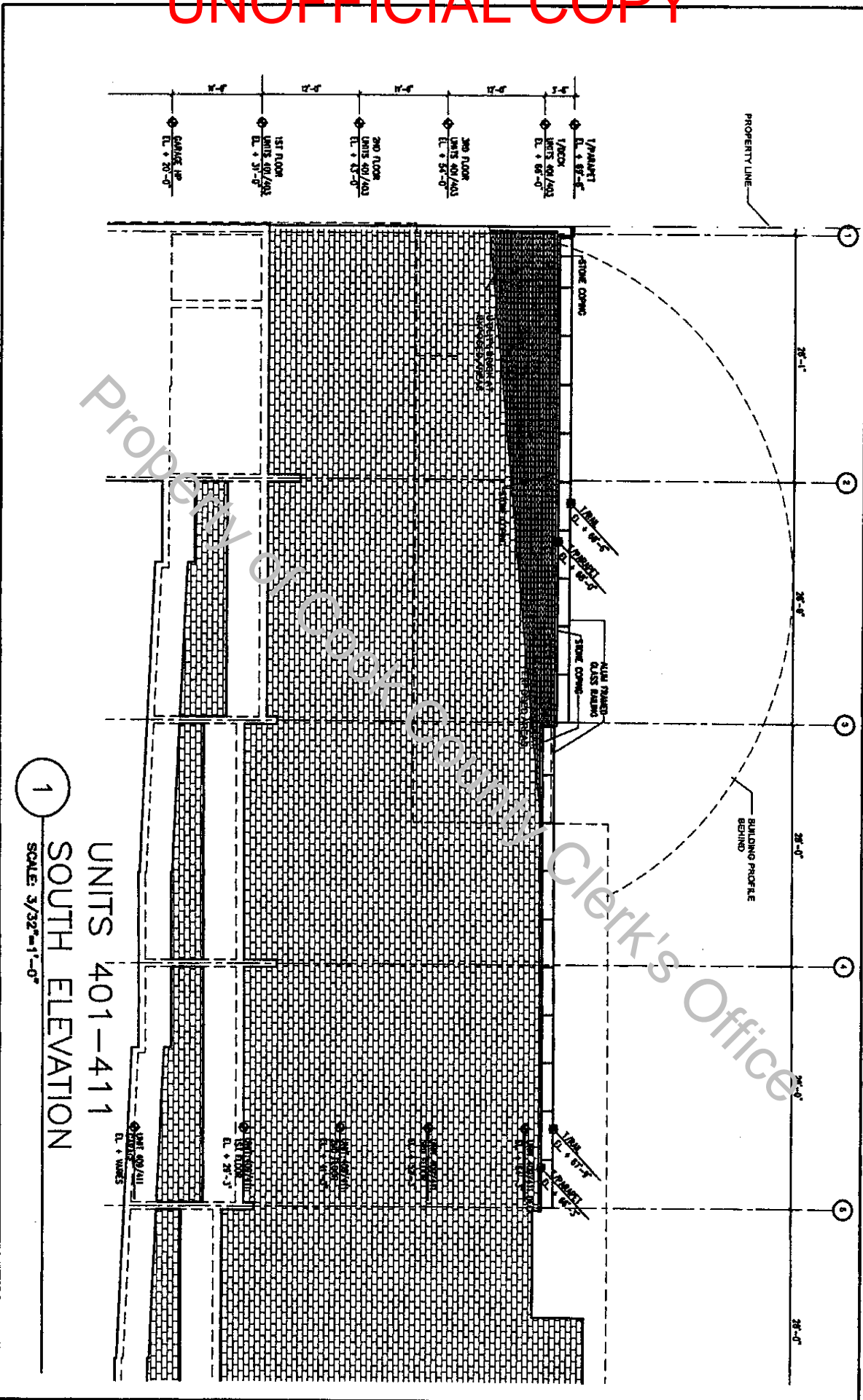
DRAWING REFERENCED:  
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 ASK NO:  
 A-100

**EXHIBIT**  
 C



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1  
 UNITS 401-411  
 SOUTH ELEVATION  
 SCALE: 3/32"=1'-0"

**LOEWENBERG ARCHITECTS L.L.C.**  
 383 EAST WICKER DRIVE, SUITE 2750  
 CHICAGO, ILLINOIS 60601  
 TEL: (312) 440-9600  
 FAX: (312) 440-1422  
 WWW.LCOWENBERG.COM

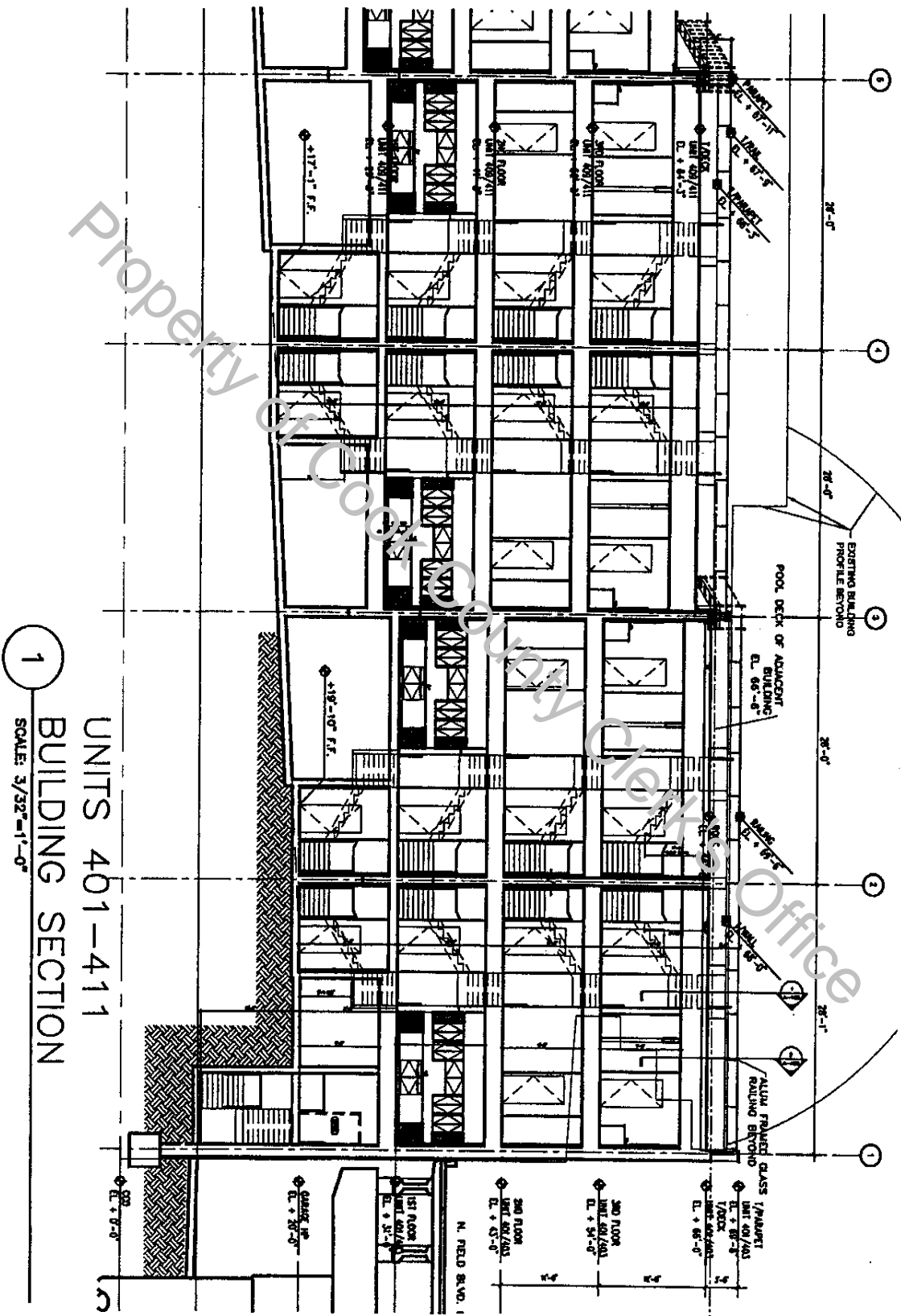
UNITS 401-411 SOUTH ELEVATION  
 BENTON PLACE PARKHOMES  
 MAGELLAN DEVELOPMENT GROUP  
 NEAR NORTH PROPERTIES  
 RESIDENTIAL AND DEVELOPMENT

PROJECT NO: 01104  
 DATE: 11/14/07  
 SCALE: AS NOTED  
 DRAWN BY:

DRAWING REFERENCED:  
 NA  
 ASK NO:  
 A-200

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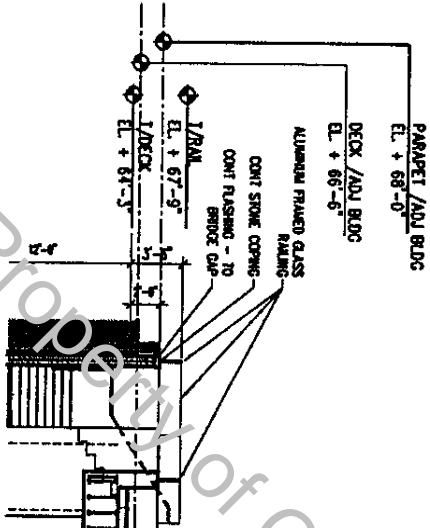
1 UNITS 401-411  
BUILDING SECTION  
SCALE: 3/32"=1'-0"

<b>LOEWENBERG ARCHITECTS L.L.C.</b> 303 EAST WICKER DRIVE, SUITE 2750 CHICAGO, ILLINOIS 60601 TEL: (312) 440-9600 FAX: (312) 440-1422 WWW.LOEWENBERG.COM	<b>UNITS 401-411 BUILDING SECTION</b>		PROJECT NO: 01104	DRAWING REFERENCED: <b>NA</b>
	BENTON PLACE PARKHOMES MAGELLAN DEVELOPMENT GROUP NEAR NORTH PROPERTIES RESIDENTIAL AND DEVELOPMENT		DATE: 11/14/07	ASK NO:
			SCALE: AS NOTED	<b>A-300</b>
			DRAWN BY:	

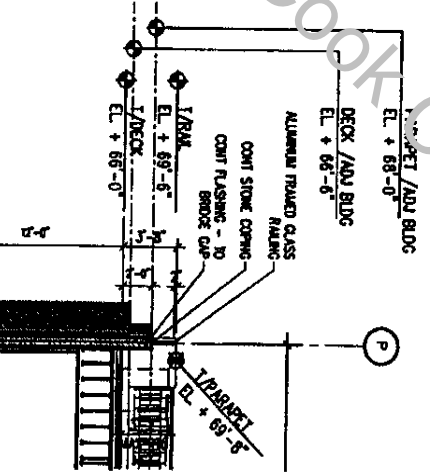
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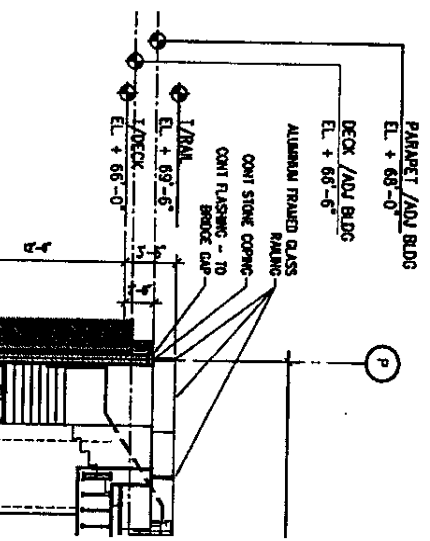
1 UNITS 409-411  
 BUILDING SECTION  
 SCALE 1/8" = 1'-0"



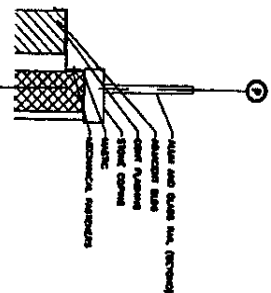
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 BUILDING SECTION  
 SCALE 1/8" = 1'-0"



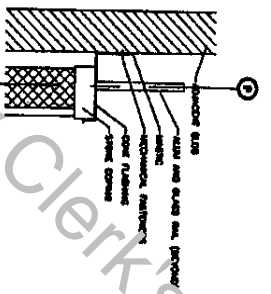
1 UNITS 401-403  
 BUILDING SECTION  
 SCALE 1/8" = 1'-0"



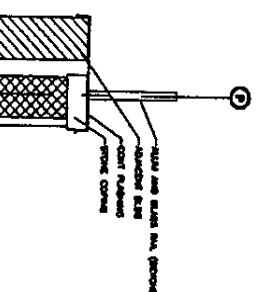
6 FLASHING - ADJACENT BLDG  
 PARAPET AT LOWER ELEVATION  
 SCALE 1/8" = 1'-0"



6 FLASHING - ADJACENT BLDG  
 PARAPET AT HIGHER ELEVATION  
 SCALE 1/8" = 1'-0"



4 FLASHING -  
 PARAPETS ALIGNED  
 SCALE 1/8" = 1'-0"



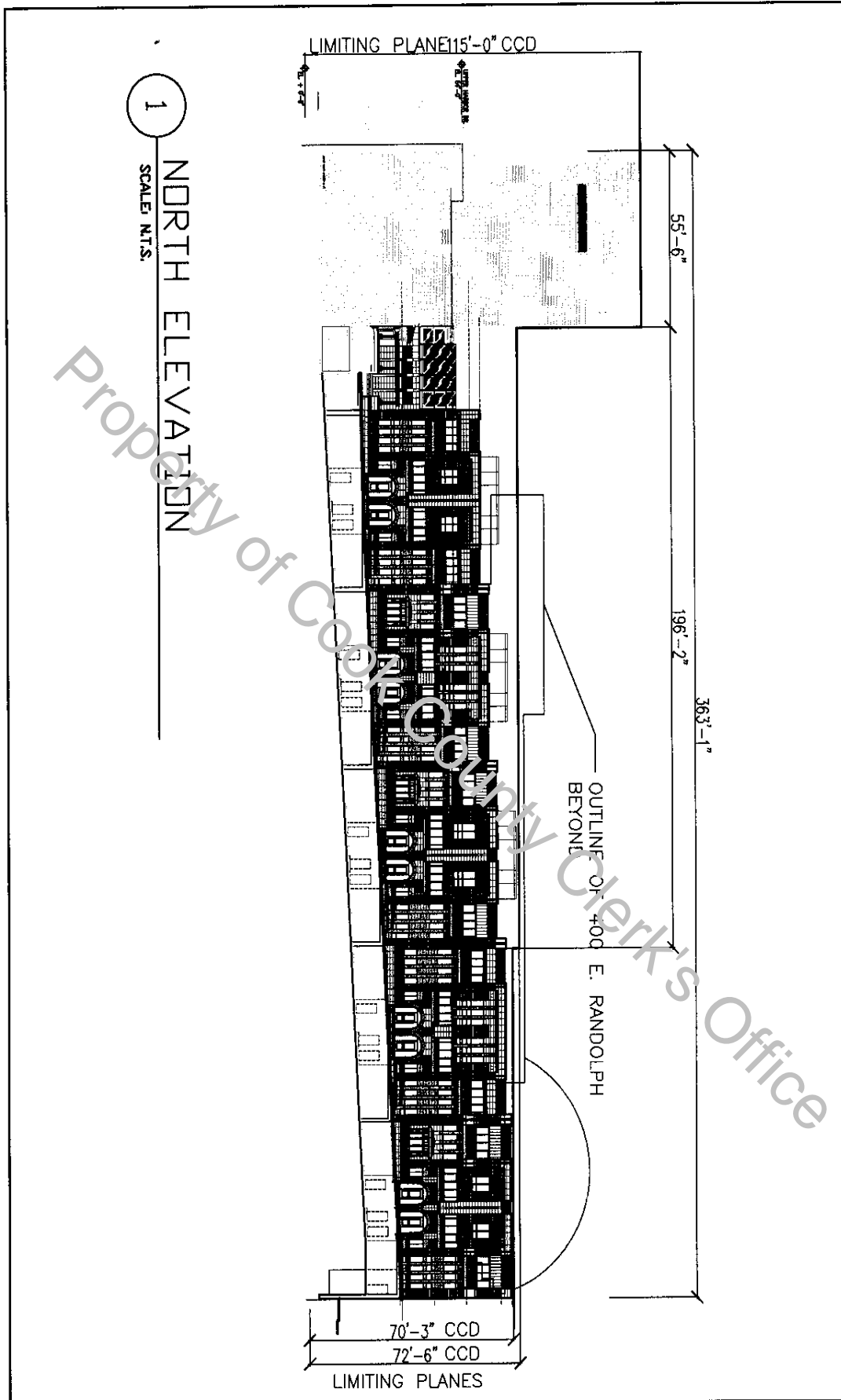
**LOEWENBERG ARCHITECTS LLC**  
 303 EAST WACKER DRIVE, SUITE 2750  
 CHICAGO, ILLINOIS 60601  
 TEL: (312) 440-9600  
 FAX: (312) 440-1422  
 WWW.LOEWENBERG.COM

UNITS 401-411 WALL SECTION  
 BENTON PLACE PARKHOMES  
 MACELLAN DEVELOPMENT GROUP  
 NEAR NORTH PROPERTIES  
 RESIDENTIAL AND DEVELOPMENT

PROJECT NO: 01104  
 DATE: 11/14/07  
 SCALE: AS NOTED  
 DRAWN BY:

DRAWING REFERENCED:  
 NA  
 ASK NO:  
 A-400

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1  
NORTH ELEVATION  
SCALE N.T.S.

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<p><b>LOEWENBERG ARCHITECTS LLC</b> 303 EAST WACKER DRIVE, SUITE 2750 CHICAGO, ILLINOIS 60601 TEL: (312) 440-9800 FAX: (312) 440-1422 WWW.LOEWENBERG.COM</p>	<p><b>NORTH ELEVATION</b></p> <p>BENTON PLACE PARKHOMES MAGELLAN DEVELOPMENT GROUP NEAR NORTH PROPERTIES RESIDENTIAL AND DEVELOPMENT</p>	PROJECT NO: 01104	DRAWING REFERENCED:
		DATE: 11/14/07	NA
		SCALE: N.T.S.	ASK NO:
		DRAWN BY:	A-500

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## EXHIBIT "D"

### PERMITTED ITEMS

1. Standard size chairs, tables, and one standard size umbrella per unit, which is to remain closed when not in use;
2. Standard size outdoor grills
3. Planters and vegetation within planters not to exceed 4 feet in height
4. Outdoor fireplaces not to exceed 4 feet in height; and
5. Standard size outdoor butane heaters.

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