

# UNOFFICIAL COPY



Doc#: 1012416064 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/04/2010 01:58 PM Pg: 1 of 4

Doc#: 0917703127 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/26/2009 04:27 PM Pg: 1 of 3

**THIS INSTRUMENT PREPARED  
BY AND RETURN TO:  
DAVID J. O'KEEFE  
Schain, Burney, Ross & Citron, Ltd.  
222 North LaSalle Street – Suite 1910  
Chicago, Illinois 60622**

## COVENANT

This Covenant (the "Covenant") is made on and as of the 19th day of June, 2009, by **303 W. BARRY DEVELOPMENT, LLC**, an Illinois limited liability company ("Covenantor") for the benefit of the City of Chicago (the "City").

## RECITALS:

A. Covenantor owns title to the property legally described on Exhibit A attached hereto (the "Property").

B. Covenantor intends to cause to be developed one (1) condominium project on the Property. The operation, repair and maintenance of various common elements in the condominium project will be the responsibility of the ~~Wellington 147 Shore Homeowners Association~~ <sup>\*3030 North Lake Shore Drive Condominium Association</sup> (the "Association"), which Association will comprise as their members the various owners of four (4) condominium units in the project.

C. Covenantor is causing to be constructed on a portion of the Property common sewer lines and desires to make and record this Covenant with respect to the maintenance and repair thereof.

NOW, THEREFORE, in and for valuable consideration received by Covenantor, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the City to furnish sewer and water services to the Property, Covenantor does hereby agree as follows:

\*This document is being re-recorded for the purpose of correcting the name of the Association as well and correcting the permanent index number of the Property.

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1. Covenantor does hereby covenant and agree, for itself, and its successors and assigns, that the maintenance and repair of the common sewer lines located anywhere on the Property from the point of connection to the sewer main in the public street shall be the responsibility of the owners of the condominium units to be constructed on the property as approved by the City, as amended from time to time, through the Association, and such maintenance and repair shall not be the responsibility of the City. It is further granted that the City, including its water management department, water xection, shall have full right and authority to access all service valves and water meters wheresoever located on the Property.
2. This Covenant shall run with the land, and shall be binding upon any and all subsequent grantees of portions thereof. This Covenant is made to induce the City to furnish sewer and water services to the Property.

IN WITNESS WHEREOF, the Covenantor has executed this Covenant on and as of the date first written above.

303 W. BARRY DEVELOPMENT, LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Name: William K. Klose  
Title: President

STATE OF ILLINOIS )  
) SS.  
COUNTY OF COOK )

I, Elizabeth B. Zydel, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that William Klose, President of 303 W. BARRY DEVELOPMENT, LLC, personally known to me to be the same person whose name is subscribed to the foregoing Covenant as such officer, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said Covenant as his/her 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 seal, this 19th day of June, 2009.



Elizabeth B. Zydel  
Notary Public

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**EXHIBIT "A"**  
**MANSION PARCEL**

BEGINNING AT THE NORTHEAST CORNER OF THAT PART OF LOT 1 IN THE SUBDIVISION OF LOTS 2 AND 3 AND ACCRETIONS IN LAKE FRONT ADDITION IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST BOUNDARY LINE OF LINCOLN PARK, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 1912 AS DOCUMENT 5038117; THENCE SOUTH 18 DEGREES 42 MINUTES 51 SECONDS EAST, ALONG SAID WEST BOUNDARY LINE OF LINCOLN PARK, 103.07 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 00 SECONDS WEST, 128.59 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF LOT 1; THENCE NORTH 00 DEGREES 20 MINUTES 20 SECONDS WEST, 97.42 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 39 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE 94.94 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

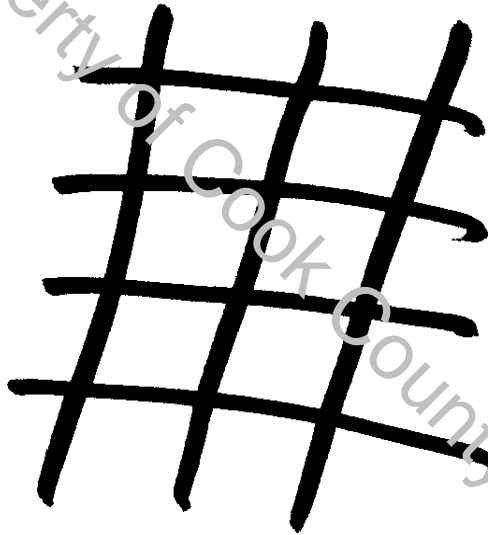
~~PIN # 14-28-202-020-0000~~

PIN No. 14-28-202-020-0000

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I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY

OF COPY 0917703127

MAY -4 10

REC'D BY [unclear] COOK COUNTY