

UNOFFICIAL COPY

DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS AND PARTY
WALL RIGHTS FOR
**THE BLAKE STATION
TOWNHOMES (PHASE 2)**

3615 SOUTH BLAKE STREET
CHICAGO, ILLINOIS 60609



Doc#: 1214429041 Fee: \$82.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/23/2012 10:20 AM Pg: 1 of 23

THIS DECLARATION is made this 10th day of May, 2012, by
BERTCO DEVELOPMENT CO. LLC an Illinois limited Liability Company

RECITALS:

THIS DECLARANT is the Owner in fee simple of the tract of land in the City of Chicago, County of Cook and State of Illinois, described on Exhibit "A" attached hereto, said land being referred to as the "Townhomes" or "Lot" or "Lots".

The Townhomes consist of SIX (6) single family residences, having one or more party walls, (herein referred to as the "parcels"), which are to be constructed on the following land:

LEGAL-ORIGINAL PARCEL : Lot 27 (except the Southeast 9.00 Feet) Lots 28 and 29, all Taken as a Tract, in Blake's Subdivision of Lot 1 in Block 5 in Kee's Addition to Brighton in Section 31, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County Illinois:

COMMON ADDRESS: 3615 SOUTH BLAKE STREET, CHICAGO, ILLINOIS 60609

PINS: 17-31-312-038-0000 through 17-31-312-043-0000

and as more fully described on:

Exhibit "A" the Legal Description of Development Site; and the Dwelling Units

WHEREAS, substantial sums of money have been expended by Declarant to create an architectural style and design for consistency and compatibility of the Townhomes to each other and to the remainder of the neighborhood in general.

BOX 334 CTI

8860653-111

UNOFFICIAL COPY

WHEREAS, The Declarant intends to convey the Townhomes to individual or multiple purchasers who will accept Title to said real estate subject to the terms and conditions of this Declaration.

THE PURPOSES OF THIS DECLARATION ARE AS FOLLOWS:

A. To provide for ingress and egress, if any, over certain portions of each Townhome Lot being that area and described as more fully illustrated on the Survey attached hereto as Exhibit "B" and on Exhibit "C" - the legal description of the easement for ingress and egress.

B. To provide for the conservation of the values and amenities of the Townhomes, and for the creation of the rights of way and easement areas.

C. To provide for the conservation and enhancement of the values of all residences comprised by the Townhomes and for the conservation of the integrity, character and architectural uniqueness of said residences.

D. To establish the terms of party wall agreements relative to the shared walls of the Townhomes.

NOW, THEREFORE, The Declarant hereby declares that the Townhomes shall hereafter be held, transferred, sold, conveyed, occupied, mortgaged and encumbered subject to the covenants, conditions, restrictions, easements, hereinafter set forth, all of which shall run with the land and be binding on all parties having any interest in the Townhomes or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

1.1 **MEANINGS:** As used herein (unless the context shall prohibit), the following words shall have the following meanings:

- A. **Declarant:** BERTCO DEVELOPMENT CO. LLC an Illinois Limited Liability Company
- B. **Townhomes:** **The BLAKE STATION TOWNHOMES PHASE 2** are located at **3615 S. Blake Street , Chicago, Illinois 60609**
- C. **Plat:** The Survey attached hereto as Exhibit "B".

UNOFFICIAL COPY

D. Party Wall: The demising wall which exists between one or more Townhomes.

E. Dwelling Unit: One (1) housing unit or residence in each Townhome, consisting of a group of rooms within the demising walls. As more fully described in Exhibit "A" - "A-2".

F. Occupant: A person or persons in lawful possession of a dwelling unit.

G. Guest: An invitee or visitor of any occupant of a dwelling unit.

H. Owner: A record owner, whether one or more persons or entities (including the Declarant), of a fee simple title to any lot upon which a Townhome is constructed, but excluding those having such interest merely as security for the performance of an obligation.

I. Development Site: The real estate legally described on Exhibit "A" (A-1) attached hereto.

1.2 **FEE SIMPLE INTEREST**: The Townhomes which are subject to this Declaration are considered to be fee simple units with no shared land or common elements and the purpose of this Declaration is limited solely to the matters set forth herein as they relate to easements, party walls and restrictions, affecting the fee simple interest of the owners of said Townhome units.

ARTICLE II **EASEMENTS**

2.1 **GAS EASEMENT**: An easement has been granted, as herein set forth, or by separate document, to the Peoples Gas, Light & Coke Company by the Declarant. Said easement is for the purpose of laying and maintenance of pipe and other mechanical apparatus and providing gas services to the Townhomes.

An easement is hereby reserved for and granted to THE PEOPLES GAS LIGHT AND COKE COMPANY, its successors and assigns, to install, construct, operate, maintain, inspect, repair, renew, replace, remove or abandon in place gas mains and service pipes, together with the necessary valves, valve boxes, regulators and other attachments, connections and fixtures for distributing as to properties within and without the parcel, upon under, across and within all roads, streets, alleys, and common areas (if any) except for those areas upon which any improvements lie, within the parcel, provided however, that such facilities, equipment and appurtenances, when installed, will not interfere with the movement of traffic upon such roads, streets, alleys or common areas.

UNOFFICIAL COPY

2.2 **MISCELLANEOUS UTILITIES:** Where any pipes, wires, conduits and public utility lines lie within the boundaries of a Townhome lot, any portions thereof servicing only that lot shall be deemed a part of that lot. Each Townhome has been provided with its own water, sewer, electric and telephone service. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits, wires and equipment, over, under, along and on any part of the Townhome Lots, including the temporary parking of service vehicles for emergency purposes except for those areas upon which any improvements lie, as they exist on the date of the recording hereof.

2.3 **CITY OF CHICAGO EASEMENT:** An easement is hereby granted to the City of Chicago to go upon the Townhome Lots at any time for the purpose of maintenance, replacement and repair of water, sewer and any other facilities as may be under the control of the said City.

2.4 **CONSTRUCTION EASEMENT:** Declarant reserves for itself and each owner an easement and right to overhang and encroach upon, over and on any portion of adjacent Townhomes with a roof, portico, retaining wall or other projection, appurtenance or fixture to any building situated on a lot as the same exists on the date of the recording hereof, but not otherwise, together with the right to go upon each such portion of an adjacent Townhome for the purpose of reconstructing, repairing, maintaining, inspecting or replacing such roof, portico, retaining wall or other projection, appurtenance or fixture to any such building. In the event that, by reason of the construction, settlement or shifting of any building as originally constructed or as now existing, any part of a residential unit encroaches or shall hereafter encroach upon any part of or any Townhome Lot, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one Townhome Lot encroach or shall hereafter encroach upon any part of any Lot, valid easements for the maintenance of such encroachment, are hereby established and shall exist for the benefit of such Lot, so long as all or any part of the building in which such Townhome is located shall remain standing, provided, however, that in no event shall a valid easement for any encroachment be created in favor of any owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the adjacent Townhomes by the other owners and if it occurred due to the willful conduct of any owner.

2.5 **EASEMENT IN PERPETUITY:** All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

UNOFFICIAL COPY

2.6 **REFERENCE TO EASEMENTS:** Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be required, but any such reference in an instrument, if contained therein, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

2.7 **EASEMENT FOR UNINTENTIONAL ENCROACHMENTS:** In the event that, by reason of construction, settlement or shifting of any Dwelling Unit or Units located on any Townhome Lot encroaches or shall hereafter encroach upon any portion of any other Townhome Lot which is not owned by the Owner of the Dwelling Unit or Units so encroaching, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of the Owner of the Dwelling Unit or Units so encroaching; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is detrimental to or materially interferes with the reasonable use and enjoyment of the Townhome Lot burdened thereby or such encroachment results from the willful conduct of the Owner of the Dwelling Unit or Units so encroaching.

2.8 **GARAGE/PARKING ACCESS AND SIDEWALK/INGRESS/EGRESS DRIVEWAY EASEMENTS:** Declarant has created sidewalks for ingress and egress from the Units to the City street and City alley bordering the Townhome project and driveway and/or parking areas over one or more of the Townhome Lots described in Exhibit B and/or Exhibit C. Those Townhome Owners that utilize the ingress and egress access to the public way, their garage and/or parking areas over said Lots, shall be charged with the responsibility and maintenance of said easements, as the need may arise, which shall be administered and maintained by the Townhome Owners as a group or if they so elect the Owners Association. (See Article VII). Ingress and egress of persons and vehicles to and from each and all of the Townhomes, garages and parking spaces and the land upon which they sit is for the use and benefit of the Owners and their guests and invitees over and upon said Townhome Lots, as more fully depicted and described on the Plat attached hereto as Exhibit "B".

ARTICLE III

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

3.01 **Occupancy and Use** The Property shall be occupied and used as follows:

A. **Residential Use:** No part of the Property shall be used for other than a private residential housing and other related residential purposes for which the Property was designed. No Unit shall be used in a manner or for any purposes which

UNOFFICIAL COPY

are contrary to any law, ordinance, rule, regulation, or code requirements whether federal, state, county, municipal or otherwise.

B. Home Business Use: No provision herein, shall be construed to prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, and handling his personal business or professional telephone calls, Conferring with business or professional associates, clients or customers, in the Unit; is prohibited, except as may occur no more then twice a week, with no more then 3 persons: .provided such meetings with agents, employees, clients, or customers cannot be done in a regular or continuing or recurring manner nor can the Unit Owner have employees, or agents doing business from the Unit;

3.02 EXTERIOR: Declarant has taken great care and expended substantial sums to create an architectural design and style reflecting continuity of the Town homes with each other and neighborhood in general. Accordingly, any structural or physical alterations or modifications to the exterior or structure of the Town home is expressly prohibited. This prohibition includes, but is not limited to, the masonry and wooden portions, as well as doors, windows and roof lines.

3.03 ALTERATIONS AND /OR ADDITIONS AND/ OR OTHER STRUCTURES:

Declarant has caused the design of the Town homes to provide for a maximum amount of living space in proportion to the size of the lot upon which the Town home is constructed. Accordingly, no additions or structures, front or rear porches or other enclosures either of a temporary or permanent nature or character, including but not limited to, trailer, recreation vehicle, tent or other out building shall be constructed, used, stored or maintained anywhere ,on the Townhomes, or the Lots which they occupy. as a residences or ancillary structure.

No architectural change or addition may be made to any residence or residential unit, nor shall any Residential owner or occupant install exterior canopies or awnings of any kind on any residential Unit, or build enclosures for the front or rear entrances, unless first approved by all Residential Owners within Phase 2, as to location, design, material and or color.

Any Owner or Occupant requesting consent for an architectural change or addition to any Residential Unit, shall provide to all other Residential Owners at the time such a request is made, plans and specifications showing the nature, kind, shape height type of materials and location of the same in such detail as may be required by the Association..

UNOFFICIAL COPY

3.04 MASTS, ANTENNAE AND SATELLITE DISHES

Other than one standard antenna or dish, no other mast satellite tower or other structure for the transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained upon the exterior of any building or upon any residential Lot, or elsewhere within the Property.

3.05 Maintenance and Repair/Insurance. Each Unit Owner shall be obligated to maintain and keep in good order and repair, the Owner's Unit and Lot..

No owner shall permit anything to be done or kept in or on the Town home or Lot or common areas, if any, serving the Units, will result in the increase in the rate charged or in the cancellation of any insurance carried on the Town home building by any other Townhome owner, or which would be in violation. (See also Paragraph 5.2)

3.06 NOXIOUS USE/NUISANCES :

A. Nothing shall be done in any Townhome of a noxious, annoying or offensive nature,, either willfully or negligently, nor shall any outside lighting or loudspeakers or other sound producing devices be used which will interfere with the quiet use and enjoyment of other adjacent Townhome owners or occupants. Townhome owners shall be prohibited from using the rooftop areas of the Townhome for open fires, barbecues, or other flammable uses. Waste shall be kept in sanitary containers. The interior and exterior of the Townhomes shall be maintained by the owner in a clean, sanitary and attractive condition. .

B. Pets. No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that no more than a total of two (2) of either dogs, cats, parakeets or other similar household pets may be kept in any Unit, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon seven (7) days' written notice from the Board.

UNOFFICIAL COPY

C. Laundry– no clothes, sheets, blankets or other articles shall be hung out, exposed or displayed on any part of the residential unit or lot.

3.07 APPEARANCE OF AREA . The owners or occupants of any residential Unit shall keep their Lot and Residential Unit free and clear of rubbish, debris or other unsightly materials, obstructions or structures, including vehicles both motorized and unmotorized.

The interior and exterior of the Town homes shall be maintained by the owner in a clean, sanitary and attractive condition including trees, grass, shrubs grass and other landscaping.

There shall be no , parking of baby carriages or play pens, bicycles, wagons, toys and boxes, and no permanent (meaning longer then 24 hours) installation of children's play equipment or sports equipment, such as, but not limited to Basketball hoops, volleyball nets , etc; swimming pool statuary, sculpture or other objects purporting to be artistic in nature on the front and /or side lawns, sidewalks, front entries, garage drives or on any common property; however there may be such benches or other decorative seating accommodations in these areas, where the same has been approved, in writing ,by all Residential Owners.

3.08 GRADING Except as shall be designated and/or performed by the Developer, there shall be no changes in the grading of any Lot, established at the completion of the construction of the Residence thereon., nor shall the established pattern of drainage of surface waters from any lot ,thereafter be altered by any means; it being expressly understood that the grading and drainage pattern of each Lot will, or may have been , established pursuant to a coordinated grading and drainage plan of the property.

3.09 PLANTING EXTERIOR GROUNDS MAINTENANCE No plants or seed or things or conditions, harboring or breeding infectious plants, diseases or noxious insects a\shall be introduced or maintained upon any part of a Lot, Residential Unit or elsewhere where on the Property. The grass landscaping shall remain and a Unit owner shall introduce on his lot only such shrubbery , trees , bushes and flower and/or vegetation plantings , native to the local Chicago areas, and only in such arrangement or volume , which has

UNOFFICIAL COPY

been approved in writing in design and writing by the fellow owners in this townhome phase and in the adjoining phase of the Blake Station townhome project. Such plantings shall not interfere nor obstruct the underground sewage and water supply system, and views to the sidewalks and street

by adjoining owners. Low rise shrubbery and flower plantings, may be installed to a width of 3 feet may be installed along the front and sidewall of the building

3.10 Parking Areas The Owners or Occupants of the Residential Units shall use their respective garages for the parking or storage of their motor vehicles, The use of any Garage Drive as a parking place for recreational and commercial vehicles other than such commercial vehicles used in the rendering of services on behalf of an Owner is prohibited. The term commercial vehicle " shall include all trucks and vehicular equipment which shall bear signs or have printed on the side of same vehicle to any commercial undertaking or enterprise other than passenger vehicles. The term "Recreational vehicles" includes but is not limited to boats, campers, snowmobiles, three wheeled vehicles all terrain vehicles, mobile homes and trailers.

Garage doors shall be kept in a closed position , except when a vehicle is being moved in or out of the parking space.

ARTICLE IV-PARTY WALLS AND ROOF

4.1 **DESCRIPTION:** Each Townhome has either one (1) or more party walls comprising the side demising walls of the dwelling unit as shown on Survey Exhibit "B" and running in either East-West direction or a North-South direction and a roof across all ~~six (6)~~ Townhomes.

There is a vertical extension of the party wall dividing Units C and D, extending vertically above the roof line; creating a common roof for Units A,B.and C and a common roof for Units D,E and F...Said party walls are constructed of either masonry or of wood frame and plasterboard materials. The wall separating one Townhome from another is herewith declared as a party wall. The Declarant sets forth the rights, duties and obligations in connection with said party walls and common roof areas,in Subparagraph 4.2

UNOFFICIAL COPY

4.2 RIGHTS AND OBLIGATIONS OF UNIT OWNERS REGARDING PARTY WALLS AND ROOF AREAS

A. The party wall separating any two (2) or more Townhomes shall be for the exclusive use and benefit of the Townhome which share said wall, their respective owners, heirs, legal representatives, successors and assigns subject to the terms of this Declaration.

B. Each of the owners of the Townhomes sharing a party wall and common roof may use said party wall and common roof in any manner which shall not materially interfere with the use and enjoyment thereof by the other owner(s)

C. Any and all costs and expenses necessary for the maintenance of an preservation of the party wall and common roof in good condition and repair shall be borne equally between the Townhome owners who share said party wall and/or roof; provided, however, that if at any time, the Townhome on one side of the party wall has been removed, the owner of the Townhome that shared said wall which remains shall bear the sole cost of so maintaining and preserving the party wall after the owner of the Townhome which was removed has performed the necessary construction to allow said remaining wall to be a proper exterior wall in accordance with requirements of the City of Chicago then in affect.

D. Declarant hereby sets forth that if it shall hereafter become necessary or desirable to repair or replace the whole or any portion of a party wall and/or roof, the expense of such repairing or rebuilding shall be shared equally by the Townhome owners who share said party wall and/or roof, and whenever the party wall and/or roof or such portion thereof shall be rebuilt, it shall be erected in the same location and on the same line, and be of the same size, and the same or similar material, and of like quality with the present party wall and/or roof, except where said party wall shall no longer be a shared party wall, but become an exterior wall, then in that case, the material and quality shall be similar to the material and design of other exterior walls on the Townhomes.

Notwithstanding anything herein contained to the contrary, it is further agreed that in the event of damage or destruction of a party wall and/or roof from any cause, other than the negligence of either of the Townhome owners sharing said party wall and/or roof, and other than on account of fire or other casualty to one of the Townhomes sharing said party wall and/or roof, either of the parties sharing said party wall and/or roof shall have the right to repair or rebuild the party wall and/or roof, and (i) the expense thereof shall be apportioned as hereinabove provided, and (ii) each Townhome owner shall have the full use of the party wall and/or roof so

UNOFFICIAL COPY

repaired or rebuilt. If damage to or destruction of the party wall and/or roof shall have been caused by loss by fire or other casualty to the property of, or by the negligence of one party sharing said party wall and/or roof, such party shall bear the entire cost of repair or rebuilding. If either party sharing said party wall and/or roof shall neglect or refuse to pay his share as aforesaid, the other party may have the party wall and/or roof repaired or rebuilt and, in addition to any other remedy available to him by law, shall be entitled to have a mechanic's lien on the premises of the party so failing to pay in the amount of such defaulting party's share of the repair or rebuilding costs. Any repairing or rebuilding done hereunder shall be performed timely and in a good and workmanlike manner and to the extent possible, accomplished without interruption to the normal usages of the Townhomes which share said party wall and/or roof.

E. Each Townhome owner sharing a party wall and/or roof is licensed by the other Townhome owner who shares said wall, upon reasonable notice and proof of need, to enter upon the other party's premises for the limited and express purposes of erecting, repairing or rebuilding of the party wall and/or roof as hereinabove provided; provided, however, that no such erecting, repairing or rebuilding shall impair or diminish the then existing structural integrity of the other's Townhome.

F. All references to party walls and/or roof contained herein shall also apply to the gutters, scuppers and down spouts which run along, upon or within said party walls and/or roof, and the portion of this Declaration relating to party walls and/or roof shall also relate to said gutters, scuppers and down spouts as well.

G. In the event the Townhome of one party is no longer connected to the party wall, the other owner, at such time as it removes and disconnects its Townhome from the party wall, shall demolish and remove the party wall at its sole cost and expense, leaving said wall in a suitable condition to remain as an exterior wall, and then and thereafter this party wall agreement shall terminate and neither party shall have any right, duty or obligation hereunder (except to fulfill his obligations hereunder which shall have accrued up to and including the date of such termination).

H. The benefits and burdens of the covenants herein contained shall annex to and be construed as covenants running with the aforesaid parcels or Lots herein described and shall bind the respective parties hereto and their respective heirs, legal representatives, successors and assigns. Nothing herein contained, however, shall be construed to be a conveyance by either party of his respective rights in the fee of the real estate on which the party wall shall stand.

UNOFFICIAL COPY

I. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to neglect or willful acts or omissions, shall apply thereto.

4.3 **FENCES:** The cost of reasonable repair, maintenance and restoration of a fence on the perimeter lines of the lots upon which Townhomes are constructed, shall be shared equally by the owners of the lots irrespective of the ownership of the fence, subject however, to the right of an owner to call for another owner to pay a greater share under any rule of law regarding liability for negligence of willful acts or omissions. No fence may be erected across an easement.

ARTICLE V CASUALTY AND INSURANCE

5.1 **RECONSTRUCTION:** In the event that any Townhomes shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the owner thereof shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as reasonably possible, to the condition as near as possible in which such property was immediately prior to such damage or destruction.

5.2 **INSURANCE COVERAGE :** To assure the prompt repair, restoration or rebuilding of any Townhome damaged or destroyed by fire or other casualty, each owner shall maintain in full force from time to time, insurance covering the Townhome owned by him, consisting of, or providing all the protection afforded by, at least, the insurance now generally described as fire, extended coverage, vandalism and malicious mischief, to 100% of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation.

5.3 **ASSOCIATION OF UNIT OWNERS-INSURANCE COVERAGE** Coverage shall also be obtained for any liability resulting from the use of the common access easement, if any; by a Unit Owner and/or invitees or guests thereof. The Unit owners may create a Townhome Homeowners Association and by majority vote may elect to have the Association purchase separate or umbrella coverage under said liability provisions to the extent the Association elects to have maintenance responsibilities thereon any easement or commonly shared area.

A Unit Owner shall provide the other owners or an Association if such exists, with a copy of the annual Unit Policy. An Owner's failure to obtain said insurance shall allow the Association to purchase insurance, if available for the non-insured Unit, to cover liability for damage to other Units resulting from or caused by defects in or non-repair, negligence or other action or

UNOFFICIAL COPY

non-action by the uncovered Unit Owner. The Association shall be deemed in such an event to have an insurable interest in the uninsured Unit and shall have the power and authority to charge the uncovered Unit Owner the cost of said insurance coverage and to place a lien on said Unit for the costs thereof including attorneys fees and court costs resulting from any collection process required to obtain reimbursement.

ARTICLE VI MISCELLANEOUS AND EXECUTION

6.1 **NON-WAIVER OF COVENANTS:** No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6.2 **SUCCESSORS AND ASSIGNS:** Each grantee of the Declarant, and each subsequent grantee, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts said deed or contract subject to all restrictions, conditions covenants, easements, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and shall be deemed to have agreed to perform all undertakings and to be bound by all agreements and covenants imposed on him by this Declaration. All rights, benefits privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the property, and shall inure to the benefit of such grantee or purchaser in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. All rights granted specifically to Declarant under this Declaration shall be binding upon the successors and assigns of Declarant, provided, however, that the owners shall not be deemed to be the successors and assigns of Declarant for purposes of this paragraph.

6.3 **ENFORCEMENT:** Any violation on the part of an owner of any of the restrictions, covenants, terms or conditions of this Declaration to be kept, observed or performed by him and which will or is likely to result in damages which are irreparable or impossible of ascertainment, then any other owner is hereby granted the right to prevent or remedy any such threatened or actual violation on the part of any owner, or the further continuation of any such violation, as the case may be, by means of injunctive proceedings or other legal remedies. The various rights and remedies herein granted shall be in addition to all other rights and remedies which may be

UNOFFICIAL COPY

available. All said rights and remedies may be exercised either concurrently or consecutively or partly concurrently and partly consecutively, as the case may be.

6.4 **SURVIVAL:** If any term, provision, covenant, easement, agreement or condition in this Declaration shall be or be held invalid, whether in general or as to any particular situation or circumstance, the remainder of this Declaration and the applicability to any other situation or circumstances, as the case may be, shall not be invalidated or terminated thereby, but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, easement, agreement or condition had never been.

If any of the covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States of America.

6.5 **GENDER OF TERMS; NUMBERS:** As used in this Declaration, the masculine shall mean the feminine or neuter and singular mean plural where the context requires to preserve the making of the appropriate provision.

6.6 **SUPERIORITY:** Anything herein to the contrary notwithstanding, nothing contained herein shall be construed to supersede any ordinance of the City of Chicago, Illinois, affecting the property or any portion thereof.

6.7 **NO PERSONAL LIABILITY OF DECLARANT:** This Declaration is executed by Declarant only in its corporate capacity.

6.8 **LAWS OF ILLINOIS:** This Agreement shall be construed in conformity with the law of the State of Illinois and in accordance with the usage in said State of Illinois regarding party walls.

6.9 **MODIFICATIONS:** This Agreement contains all the terms, conditions and covenants relating to the Townhomes described herein and no modifications, waivers, variations, or releases of the duties and obligations under this Agreement shall be binding unless made in writing and signed by the Townhome owners affected herein. In the event any modification of this Agreement is desired as it relates to exterior modifications to any of the Townhomes as set forth

UNOFFICIAL COPY

in Article 3.1 hereof, then, in that event, the affected Townhome owners shall be construed as all of the Townhome owners.

6.10 **NOTICE:** Any notice required or desired to be given under the provisions of this Declaration to any owner shall be deemed to have been properly delivered when deposited in the U.S. Mail, postage prepaid, directed to the last known person who appears as an owner or other person, at the last known address for each such person which is publicly listed if other than address of the Townhome.

ARTICLE VII RIGHTS RESERVED TO DEVELOPER

7.1 **DEVELOPER'S PROMOTIONAL RIGHTS:** The right is reserved to the Developer to place and maintain on any area of the Parcel or Development Site, with the exception of a Townhome Lot which has been sold and conveyed or sold on Contract, or sold pursuant to an installment Contract or Articles of Agreement for Deed, to an Owner, all model Dwelling Units, construction trailers, sales offices, fencing, flag poles, advertising signs, banners and lighting in connection therewith and other promotional facilities at such locations and in such forms as shall be determined by Developer for construction, sales and leasing purposes. There is also reserved to the Developer, its agents, employees and prospective purchasers and tenants, the right of ingress, egress and transient parking in and through the Parcel and Development Site for such sales and leasing purposes. The Developer also reserves the right to maintain on the Parcel without charge (a) a general office for the purpose of exercising the rights reserved in Paragraphs 9.1 and 9.2 hereof, (b) a general construction office for Developer's contractors and subcontractors and appropriate parking facilities for the employees of Developer's agents and contractors. Developer's aforesaid reserved rights shall continue for so long as Developer is engaged in the construction, sale or leasing of Dwelling Units on any portion of the Development Site.

7.2 **DEVELOPER'S EASEMENTS:** The Declarant reserves unto itself the Developer a non-exclusive easement to, through, over, under and across the Development Site and all portions thereof for the purpose of implementing the overall development of the Development Site, including, without limitation, the planning, construction, marketing, leasing, management and maintenance of improvements in any portion of the Development Site. Such easement shall continue for a period of ten (10) years from the date of this Declaration unless Developer, by written notice to the Association, elects to terminate such rights prior to such date. All rights and easements in favor of the Owners created by this Declaration shall be subject and subordinate to the afore described development rights and easements of Developer, whether or not inconvenience to any Owner shall result therefrom. The rights and easements reserved

UNOFFICIAL COPY

pursuant to this Section 7.2 and Section 7.3 shall inure to the benefit of the Developer, the Declaration, their respective successors and assigns, including any successor to or assignee of the Developer's rights under this Declaration.

7.3 RIGHT OF DEVELOPER TO MAKE DEDICATIONS TO GRANT UTILITY EASEMENTS: As used in this Paragraph 7.3, the term "utilities" means all public and private utility conduits, wires, ducts, pipes, cables and other lines, and all associated equipment, which serve the Development Site, including, without limitation, those for the transmission and/or distribution of water, electricity, gas, telephone, sewage, drainage and television and other electronic signals. Said term also includes all standpipes, hydrants, pumps, equipment vaults and other structures and facilities for the provision of fire protection services.

Declaration and Developer hereby reserve the following rights and easements:

A. To dedicate streets and street lights, walks, malls, parkways, parkland, drives, open space and water rights to any governmental authority and to make such other dedications as may be required to implement the ordinances of any governmental authority from time to time applicable to the Parcel or Development Site and to the public improvements therein.

ARTICLE VIII **ASSOCIATION**

8.1 The Developer may after execution and recordation hereof, or the Purchasers may upon the sale of all Dwelling Parcels, cause a non-profit corporation to be incorporated under the laws of the State of Illinois or a non-profit unincorporated Association to represent this Phase @ fee simple townhome project, or if applicable a "Common Interest Community", and upon the formation of such non-profit corporation or Association (hereinafter sometimes referred to as the "Association") every owner of a Dwelling Parcel or beneficiary under a title-holding land trust, shall become a member therein. Each such owner, including the beneficiary of any such title-holding land trust, shall be entitled to one vote on each matter submitted to a vote of the members for each Dwelling Parcels owned by him or it, except that where title or beneficial interest to a Dwelling Parcel is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

8.2 The direction of the Association shall be vested in Board of Directors (hereinafter sometimes referred to as the "Board of Director") consisting of a minimum of four(4) members, each of whom shall be as owner,(unless there are less then 3 units), to be elected by majority vote of the owners, with cumulative voting permitted. The Board of Directors, upon majority vote, may

UNOFFICIAL COPY

elect such officers from among the owners as they shall deem necessary and appropriate for the conduct of the affairs of the Association.

8.3 At the direction of the majority of the Board of Directors, all Dwelling Parcels may be subject to an assessment to be reasonably and fairly determined by the Board of Directors to cover such items as set forth in Article 2.8 including, but not limited to, maintenance of outdoor sidewalks, parking areas and security fences. The aforesaid charges or assessments shall be paid by the respective owners when billed by the Board of Directors and if an owner is in default in making any such payment for ten (10) days, the Association or any owner may bring proceedings at law or in equity against such owner to collect same by suit, there shall be added to the amount due the costs of such suit together with interest and reasonable attorneys' fees, to be fixed by Court Order.

8.4 The maintenance assessments shall be consistent with the following factors, if applicable to this Project, when considered together:

- A. The square footage of the townhome in relation to the square footage of other townhomes in the common interest property community;
- B. The equalized assessed value of the townhome in relation to the equalized assessed value of the other townhomes in the common interest property community; and
- B. the special assessments of the townhome for insurance premiums in relation to those special assessments for other townhomes in the common interest property community.

"Common interest property" means real estate with respect to which any person by virtue of his or her ownership of a partial interest or unit in the property is obligated to pay for maintenance, improvement, insurance premiums, or real estate taxes of other real estate described in this Declaration that is administered by an Association .

ARTICLE IX GENERAL

9.1 **AMENDMENT BY DECLARANT:** Prior to the sale of the fourth (4th) Townhome Unit, the Declarant or its successors and assigns shall have the right to change or modify this Declaration; provided written consent is received from one hundred percent (100%) of the

UNOFFICIAL COPY

mortgages holding first mortgages on Townhome Lots; and provided that except as may be provided in this Declaration, such amendment shall be executed only to (i) comply with the requirements of the Federal Home Loan Mortgage Corporation, the Veterans Administration, the Federal National Mortgage Association, the Federal Housing Authority or any similar entity, (ii) comply with any statutes, laws or ordinances, or (iii) correct clerical or typographical errors. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make any change or modification as authorized hereunder on behalf of each Owner as attorney-in-fact for such Owner. Each Deed, Mortgage, Trust Deed, or other evidence of obligation affecting a Townhome Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of and a covenant and reservation of the power of the Declarant as aforesaid. Such amendment shall become effective upon recording in the office of the Recorder of Deeds for Cook County, Illinois.

9.2 AMENDMENT BY THE OWNERS:

A. The provisions of this Declaration may be amended by an instrument executed and acknowledged by and approved by the Owners of not less than three of the Townhome Lots which are subject to the provisions of this Declaration, and shall contain an Affidavit signed by all Owners approving the Amendment, certifying that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens or record against any Townhome Lot, no less than five (5) days prior to the date of such Affidavit. No amendment affecting the right of the Holder of any first mortgage or trust deed on a Townhome Lot shall be made without the cost of such mortgagee or holder. No amendment shall be effective unless recorded in the office of the Recorder of Deeds of Cook County, Illinois.

B. Those provisions of this Declaration relating to the rights, privileges or obligations of the Declarant or the Developer may only be amended upon the prior written consent of the Declarant or Developer. This Declaration may be amended by Declarant in any manner prior to the conveyance of any Townhome Lot to any other Owner.

9.3 SEVERABILITY: Invalidation of all or any portion of any of the covenants, restrictions, easements, conditions, reservations, liens and charges imposed by this Declaration, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration, all of which shall remain in full force and effect.

9.4 ENFORCEMENT: Enforcement by any Owner of the covenants and restrictions contained in this Declaration shall be had by any proceeding at law or in equity against any person

UNOFFICIAL COPY

or persons violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

9.5 **NOTICES:** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears on the records of Cook County Recorder of Deeds at the time of such mailing.

9.6 **TITLE HOLDING LAND TRUST:** In the event Title to any Townhome Lot is conveyed to a Title Holding Trust, under the terms of which all power of management, operation and control of such Townhome Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Townhome Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligations hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon such Townhome Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Townhome Lot.

9.7 **DURATION:** The covenants, restrictions, conditions, reservations, liens and charges imposed or established by or created under this Declaration shall run with and bind the land for a period of forty (40) years from the date of recording of this Declaration and may be enforced by or any owner through any proceeding in law or in equity. Failure by any Owner to so enforce shall in no event be deemed a waiver of the right to do so thereafter. After the expiration said forty (40) year period, all of such covenants, restrictions, conditions, reservations, liens and charges shall continue to run with and bind the land for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part, by an instrument in writing which is executed by the Owners of not less than two-thirds of the Townhome Lots and recorded in the office of the Recorder of Deeds for Cook County, Illinois.


UNOFFICIAL COPY

9.8 **CAPTIONS:** The Article and Paragraph headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

THIS DECLARATION is executed by the undersigned as an Illinois limited liability corporate entity.

IN WITNESS WHEREOF, the Declarant hereto has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this May 10 2012

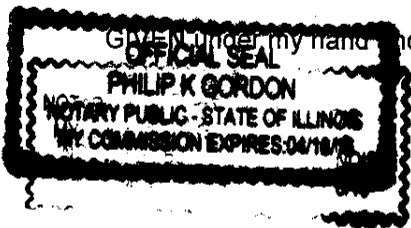
BERTCO DEVELOPMENT, LLC

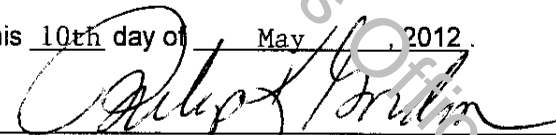
By 
Its Managing Member
MICHAEL BERTUCCI

THE BLAKE STATION TOWNHOMES (Phase 2)
3615 SOUTH BLAKE STREET CHICAGO, ILLINOIS 60609

STATE OF ILLINOIS- COUNTY OF COOK)SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that MICHAEL BERTUCCI personally known to me to be the Managing Member of BERTCO DEVELOPMENT CO. LLC, an Illinois Limited Liability Company to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Managing Member he signed and delivered the said instrument, pursuant to authority given by the Board of Managers of said Limited Liability Company as the free and voluntary act and deed of said Limited Liability Company, as aforesaid, for the uses and purposes therein set forth.



Given under my hand and notarial seal this 10th day of May, 2012.

Notary Public
My commission expires 4/18/16

THIS DOCUMENT PREPARED BY:
MR. PHILLIP GORDON
ATTORNEY AT LAW
809 WEST 35TH STREET
CHICAGO, ILLINOIS 60609

UNOFFICIAL COPY

EXHIBIT A
TO THE DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS AND PARTY WALL RIGHTS FOR

THE BLAKE STATION TOWNHOMES
PHASE 2 - 3615 S. BLAKE STREET
CHICAGO, ILLINOIS 60609

The following Legal Descriptions Cover the current Pin Numbers:
17-31-312-038-0000 through 17-31-312-043-000

THE LEGAL DESCRIPTION OF DEVELOPMENT SITE

Lot 27 (except the Southeast 9.00 Feet thereof) Lots 28 and 29, All Taken as a Tract, in Blake's Subdivision of Lot 1 in Block 5 in Ree's Addition to Brighton in Section 31, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County Illinois:

INDIVIDUAL UNIT LEGAL DESCRIPTIONS

PARCEL A: THE SOUTHWESTERLY 21.98 FEET, AS MEASURED ON THE NORTHWESTERLY LINE OF LOTS 27 (EXCEPT THE SOUTHEAST 9.00 FEET), 28, AND 29 TAKEN AS A TRACT, IN BLAKE'S SUBDIVISION OF LOT 1 IN BLOCK 5 IN REE'S ADDITION TO BRIGHTON, IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B: THE NORTHEASTERLY 19.54 FEET OF THE SOUTHWESTERLY 41.52 FEET, AS MEASURED ON THE NORTHWESTERLY LINE OF LOTS 27 (EXCEPT THE SOUTHEAST 9.00 FEET), 28, AND 29 TAKEN AS A TRACT, IN BLAKE'S SUBDIVISION OF LOT 1 IN BLOCK 5 IN REE'S ADDITION TO BRIGHTON, IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C: THE NORTHEASTERLY 19.54 FEET OF THE SOUTHWESTERLY 61.06 FEET, AS MEASURED ON THE NORTHWESTERLY LINE OF LOTS 27 (EXCEPT THE SOUTHEAST 9.00 FEET), 28, AND 29 TAKEN AS A TRACT, IN BLAKE'S SUBDIVISION OF LOT 1 IN BLOCK 5 IN REE'S ADDITION TO BRIGHTON, IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL D: THE NORTHEASTERLY 19.54 FEET OF THE SOUTHWESTERLY 80.60 FEET, AS MEASURED ON THE NORTHWESTERLY LINE OF LOTS 27 (EXCEPT THE SOUTHEAST 9.00 FEET), 28, AND 29 TAKEN AS A TRACT, IN BLAKE'S SUBDIVISION OF LOT 1 IN BLOCK 5 IN REE'S ADDITION TO BRIGHTON, IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL E: THE NORTHEASTERLY 19.61 FEET OF THE SOUTHWESTERLY 100.21 FEET, AS MEASURED ON THE NORTHWESTERLY LINE OF LOTS 27 (EXCEPT THE SOUTHEAST 9.00 FEET), 28, AND 29 TAKEN AS A TRACT, IN BLAKE'S SUBDIVISION OF LOT 1 IN BLOCK 5 IN REE'S ADDITION TO BRIGHTON, IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL F: LOTS 27 (EXCEPT THE SOUTHEAST 9.00 FEET), 28, AND 29 TAKEN AS A TRACT, EXCEPT THE SOUTHWESTERLY 100.21 FEET THEREOF AS MEASURED ALONG THE NORTHWESTERLY LINE, IN BLAKE'S SUBDIVISION OF LOT 1 IN BLOCK 5 IN REE'S ADDITION TO BRIGHTON, IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

EXHIBIT "B"
THE SURVEY
ATTACHED HERETO AND INCORPORATED HEREIN

TO THE DECLARATION OF COVENANTS
RESTRICTIONS, EASEMENTS AND PARTY WALL RIGHTS

FOR
BLAKE STATION TOWNHOMES -PHASE 2
3615 S BLAKE
CHICAGO, ILLINOIS 60609

Property of Cook County Clerk's Office
SEE EXHIBIT "B" ATTACHED

UNOFFICIAL COPY

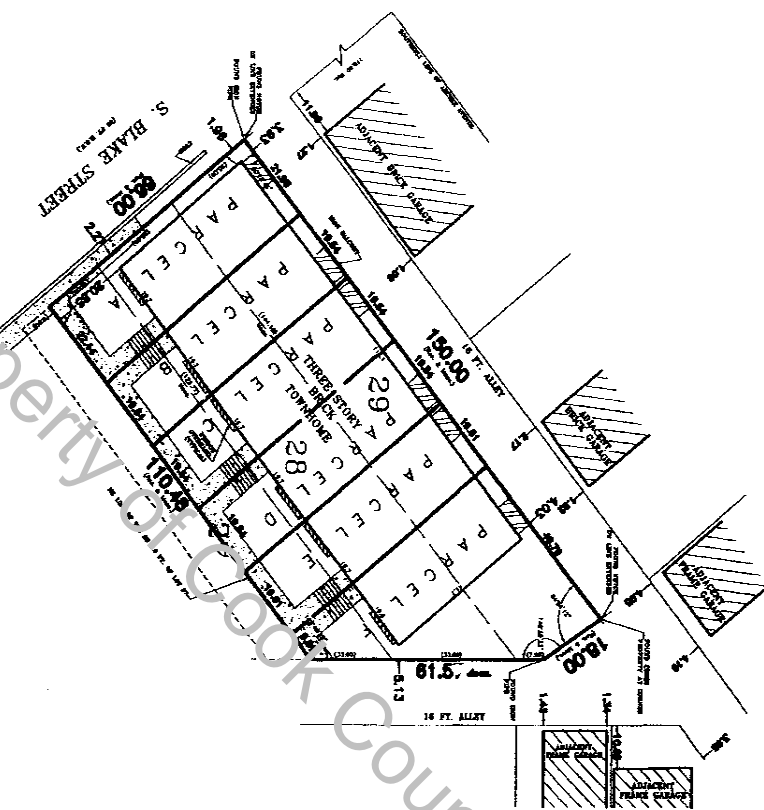
BLAKE STREET TOWNHOME SURVEY

OVERALL LEGAL DESCRIPTION

LOTS 27 (EXCEPT THE SOUTHEAST 9.00 FEET), 28, AND 29 TAKEN AS A TRACT, IN BLAKE'S SUBDIVISION OF LOT 1 IN BLOCK 6 IN REE'S ADDITION TO BRIGHTON, IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
ADDRESS: 3625 S. BLAKE STREET, CHICAGO, ILLINOIS

INDIVIDUAL UNIT LEGAL DESCRIPTIONS

SCALE: 1"=20'



INDIVIDUAL UNIT AREA	AREA
PARCEL A	1,486.7
PARCEL B	1,268.9
PARCEL C	1,288.4
PARCEL D	1,894.5
PARCEL E	2,873.1

- GENERAL NOTES:
- 1) THE LOCAL DESCRIPTION HAS BEEN PROVIDED BY THE CLIENT OR THEIR AGENT. BLAKE STREET SURVEY, THE SURVEYING LINE AND BEARINGS AS INDICATED BY THE CHAINING DIMENSIONS SHOWN ON THIS SURVEY, AND THE BEARINGS AND DISTANCES INDICATED BY THE CHAINING DIMENSIONS SHOWN ON THIS SURVEY, ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY. THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY. THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY.
 - 2) THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY. THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY.
 - 3) THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY. THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY.
 - 4) THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY. THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY.
 - 5) THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY. THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY.
 - 6) THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY. THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY.
 - 7) THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY. THE BEARINGS AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED AS THE BASIS OF THE SURVEY.



STATE OF ILLINOIS)
 COUNTY OF COOK)
 I, JOSEPH J. JOSEPH,)
 a Professional Engineer,)
 do hereby certify that the)
 above described)
 survey was made by me)
 or under my direct)
 supervision and that the)
 same is a true and)
 correct copy of the)
 original survey filed)
 in my office on this)
 day of _____,)
 20____.)
 JOSEPH J. JOSEPH)
 Professional Engineer)
 No. 116)
 State of Illinois)

PARCEL A: THE SUTHERASTERLY 21.98 FEET AS MEASURED ON THE NORTHWESTERLY LINE OF LOTS 27 (EXCEPT THE SOUTHEAST 9.00 FEET), 28 AND 29 TAKEN AS A TRACT, IN BLAKE'S SUBDIVISION OF LOT 1 IN BLOCK 6 IN REE'S ADDITION TO BRIGHTON, IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B: THE NORTHEASTERLY 18.54 FEET OF THE SOUTHWESTERLY 41.08 FEET, AS MEASURED ON THE NORTHWESTERLY LINE OF LOTS 27 (EXCEPT THE SOUTHEAST 9.00 FEET), 28, AND 29 TAKEN AS A TRACT, IN BLAKE'S SUBDIVISION OF LOT 1 IN BLOCK 6 IN REE'S ADDITION TO BRIGHTON, IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C: THE NORTHEASTERLY 18.54 FEET OF THE SOUTHWESTERLY 61.08 FEET, AS MEASURED ON THE NORTHWESTERLY LINE OF LOTS 27 (EXCEPT THE SOUTHEAST 9.00 FEET), 28, AND 29 TAKEN AS A TRACT, IN BLAKE'S SUBDIVISION OF LOT 1 IN BLOCK 6 IN REE'S ADDITION TO BRIGHTON, IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL D: THE NORTHEASTERLY 18.54 FEET OF THE SOUTHWESTERLY 90.60 FEET, AS MEASURED ON THE NORTHWESTERLY LINE OF LOTS 27 (EXCEPT THE SOUTHEAST 9.00 FEET), 28, AND 29 TAKEN AS A TRACT, IN BLAKE'S SUBDIVISION OF LOT 1 IN BLOCK 6 IN REE'S ADDITION TO BRIGHTON, IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL E: THE NORTHEASTERLY 18.61 FEET OF THE SOUTHWESTERLY 100.21 FEET, AS MEASURED ON THE NORTHWESTERLY LINE OF LOTS 27 (EXCEPT THE SOUTHEAST 9.00 FEET), 28, AND 29 TAKEN AS A TRACT, IN BLAKE'S SUBDIVISION OF LOT 1 IN BLOCK 6 IN REE'S ADDITION TO BRIGHTON, IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL F: LOTS 27 (EXCEPT THE SOUTHEAST 9.00 FEET), 28, AND 29 TAKEN AS A TRACT, EXCEPT THE SOUTHWESTERLY 100.21 FEET THEREOF AS MEASURED ALONG THE NORTHWESTERLY LINE, IN BLAKE'S SUBDIVISION OF LOT 1 IN BLOCK 6 IN REE'S ADDITION TO BRIGHTON, IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT "B"