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DECLARATION OF PARTY WALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS

WHEREAS, BANK OF RAVENSWOOD, as Trustee under Trust Agreement dated October 2, 1985, and known as Trust No. 25-7378, hereinafter known as the "Developer," is the owner of the following described real estate (the "Real Estate") in Cook County, Illinois:

WHEREAS, the Developer intends to divide the Real Estate into dwelling sites ("Dwelling Parcels"); and

WHEREAS, the Developer intends to erect "townhouses" on each Dwelling Parcel, each of said townhouses being a single family private residence erected on a separate Dwelling Parcel, said townhouses to be constructed in groups, each group consisting of a more-or-less continuous structure, with party walls straddling the boundaries between the Dwelling Parcels; and

WHEREAS, the Dwelling Parcels and easements thereon are all as depicted on a plat attached hereto, marked Exhibit "A," and by reference incorporated herein and made a part hereof; and

WHEREAS, the legal description of each of the Dwelling Parcels of the Real Estate is as shown in said Exhibit "A"; and

WHEREAS, MAUD/POE TOWNHOMES ASSOCIATION, an Illinois not-for-profit corporation (the "Association"), whose membership shall be restricted to the owners of the aforedescribed Dwelling Parcels of the Real Estate, has been

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organized for the purpose of maintaining the Real Estate, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer intends to sell and convey the Dwelling Parcels, improved as aforesaid, and the parties hereto desire and intend that the several purchasers, owners and mortgagees thereof, and any and all other persons now or hereafter acquiring any interest herein, shall at all times enjoy the benefit of and shall hold their Dwelling Parcels subject to the rights, easements, burdens, uses and privileges hereinafter set forth.

NOW, THEREFORE, the Developer does hereby declare that the following rights, easements, covenants, restrictions, burdens, uses and privileges shall and do exist at all times hereafter among the several purchasers, owners or mortgagees of the Dwelling Parcels of the Real Estate and that the declarations contained herein shall be binding upon and inure to the benefit of each and every grantee, mortgagee, or lessee of each and every Dwelling Parcel of the Real Estate described herein.

ARTICLE I

PARTY WALLS

Section 1. All dividing walls which straddle the boundary line between Dwelling Parcels and which stand partly upon one Dwelling Parcel and partly upon another, and

all walls which serve two or more townhouses, shall at all times be considered party walls, and each of the owners of Dwelling Parcels upon which any such party wall shall stand shall have the right to use said party wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of said townhouses and for the support of any building constructed to replace the same, and shall have the right to maintain in or on said wall any pipes, ducts or conduits originally located therein or thereon subject to the restrictions hereinafter contained.

Section 2. No owner of any Dwelling Parcel nor any successor in interest to any such owner shall have the right to extend said party wall in any manner, either in length, height or thickness.

Section 3. In the event of damage to or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any Dwelling Parcel upon which such party wall may rest shall have the right to repair or rebuild such wall and the owner of each Dwelling Parcel upon which such wall shall rest shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time, in a substantial and workmanlike manner with materials comparable to those used in the original wall and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such

repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

Section 4. The foregoing provision of this Article I notwithstanding, the owner of any Dwelling Parcel, or other interested party, shall retain the right to call for a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions. The rights of any owner, or other interested party to contribution from any other owner under this Article, shall be appurtenant to the land and shall pass to such owner's or other person's successors in title.

Section 5. The Association shall be responsible for the maintenance, repair or replacement of that portion of all masonry walls, including the foundations thereof, all roofs and exterior painting of the buildings, which shall be necessary and desirable, due to natural or ordinary wear and deterioration, except that the Association's sole obligation with respect to the painting shall be to paint, stain or treat the same with some similar process.

Section 6. In the event of damage to or destruction of, by fire or other casualty, any townhouse, or any portion thereof, including by way of description only and not by way of limitation, any portion of the common roof, masonry walls, including the foundation thereof, as is located in or installed thereon, the owner or owners from time to time of

any such townhouse covenant and agree that they will, within a reasonable time after such damage or destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The exterior of such townhouse, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of any townhouses which remain standing and are not required to be rebuilt. In the event of the total or substantial destruction of all of the townhouses, the architectural design of the exterior of the townhouses to be rebuilt and the materials to be used in constructing the same shall be agreed upon among the owners thereof, and in the absence of agreement, the rebuilt townhouses shall be substantially similar in architectural design as the original townhouses and shall be constructed of comparable materials.

Section 7. In the event that any such owner shall fail, within a reasonable time after the damage or destruction referred to in Section 6 of this Article I, to perform the necessary repair or rebuilding, then, and in any such event, the Association shall cause such repairs or rebuilding to be furnished, provided and installed, in the manner as in the aforesaid Section 6 described. And in any such event, the Association shall have and is hereby given,

a continuing lien on the real estate on which any such repairs or rebuilding are furnished by the Association in the aggregate amount of (a) the cost thereof, (b) interest at the rate of two percent (2%) per annum over the prime rate as set by the First National Bank of Chicago on the date of said payment with the interest to be computed from the date of the Association's payment of such costs, and (c) reasonable attorneys' fees and any court or other costs incurred by the Association in connection therewith, which lien shall bind such real estate in the hands of such owner, his heirs, devisees, personal representatives, grantees and assigns. In the event such owner does not forthwith fully repay the Association therefor, as aforesaid, such lien shall be foreclosed against the property by the Association, in the same manner as hereinafter provided in connection with unpaid assessments. The Association's lien in this Section 7 provided for shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Dwelling Parcels.

Section 8. Every person or entity who is a record owner of a fee interest in any of the Dwelling Parcels shall at all times keep the same fully insured for the full insurable replacement cost thereof against loss by fire and other casualties and shall cause the Association to be named as an additional assured under the policy, the purpose thereof being to provide, in those cases where owners of Dwelling Parcels neglect or refuse to rebuild or repair

subsequent to a fire or casualty loss, funds to be used by the Association for such purposes.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every person or entity, including the Developer who is record owner of a fee interest in any of the Dwelling Parcels shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Each member of the Association shall be entitled to one (1) vote for each Dwelling Parcel in which they hold the interests required for membership by Section 1 above. However, when the record ownership of the fee interest in any Dwelling Parcel is in more than one person, all such persons shall be members, but only one (1) vote shall be cast with respect to any such Dwelling Parcel, and in such a case, the single vote for such Dwelling Parcel shall be exercised as such persons, among themselves, shall determine.

Section 3. The First Annual Meeting of the members of the Association shall be held no later than on the first Monday in December, 1986, at 8:00 p.m., at such place in Chicago, Illinois, to be determined. At such meeting, the members shall, by a majority of the total votes present at such meeting, elect a Board of Directors for the forthcoming

year, which Board shall consist of three (3) members, all of whom must reside in the Development of which the townhouse units form a part, except for those directors nominated or designated by the Developer. In all other respects, the Association, its directors, officers and members shall be governed by the provisions of the Illinois General Not For Profit Corporation Act.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. The owner or owners from time to time of each of the Dwelling Parcels (Parcel 1 to Parcel 6, inclusive), by acceptance of a deed thereto, shall be conclusively deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments, together with such interest thereon and costs of collection as hereinafter provided, shall be a charge on the Dwelling Parcel and shall be a continuing lien on the Dwelling Parcel against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons who are the owner or owners of such Dwelling Parcels at the time when such assessment falls due.

Section 2. The assessments levied by the Association shall be exclusively for the purpose of the improvement, maintenance, conservation, beautification and administration of Real Estate including, but not limited to, the maintenance, repair, upkeep and replacement of roofs, sewer systems and outside exteriors of the Dwelling Parcels as well as providing for any reasonable reserves for such foregoing expenses and other expenses believed required by the Association.

Section 3. There will be no monthly or special assessments for the year 1986. Thereafter, the monthly assessment shall be in such amount as determined by majority vote of the Board of Directors of the Association at a meeting of said Board.

Section 4. The monthly assessment provided for herein shall be due and payable at such time or times as shall be fixed by the Board of Directors and shall be paid by each owner to the extent of one-sixth (1/6) of the entire monthly assessment, which may be amended to provide for additional owners to be included as units may be constructed.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 5. The Board of Directors shall send written notice of all assessments to every owner of a Dwelling Parcel subject thereto and shall cause an Annual Report to be prepared and set to each owner.

The Association shall, upon written demand, at any time, furnish to any owner of a Dwelling Parcel liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. If the assessments are not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the real estate on which said Dwelling Parcel is located, and which shall bind such real estate and such Dwelling Parcel in the hands of the then owner, his heirs, devisees, personal representatives, grantees and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of two percent (2%) per annum over the prime rate as set by the First National Bank of Chicago and the Association may bring an action at law against the owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above

provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Section 7. The lien of the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon the Dwelling Parcels subject to assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Dwelling Parcel pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Dwelling Parcel from liability for any assessment thereafter become due, nor from the lien of any such subsequent assessment.

Section 8. Real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be separately taxed to each Owner for his Dwelling Parcel. In the event that for any year such taxes are not separately taxed to each Owner, then where the bill affects the Property as a whole, then each Owner shall pay one-sixth (1/6) of the total of such taxes.

Section 9. The Board shall also have the authority to and shall obtain the following insurance:

(a) Insurance on the property against all loss or damage from explosion of any apparatus installed in, on or about said Property, in such amounts as the Board shall deem desirable.

(b) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Property or upon, in or about the streets and passageways and other areas adjoining the Property, in such amounts as the Board shall deem desirable.

(c) Such workmen's compensation insurance as may be necessary to comply with applicable laws.

(d) Employer's liability insurance in such amount as the Board shall deem desirable.

(e) Directors and Officers liability insurance.

(f) Such other insurance in such reasonable amounts as is required under the Act or the Board shall deem desirable.

Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the Association and First Mortgagees who specifically request such notice. The premiums for such insurance shall be Common Expenses.

Section 10. Each owner shall obtain his own insurance on the contents of his own Dwelling Parcel, the furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all

of the Owners obtained as part of the Common Expenses as above provided, and the Association shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners.

Section 11. Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its directors and officers, the Developer, the manager and the managing agent if any, and their respective employees and agents, for damage to the Common Areas, the Dwelling Parcels, or to any personal property located in the Dwelling Parcels, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

Section 12. Neither the directors nor the officers of the Association whether elected or designated by the Developer shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the

Owners or the Association arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative, or other, in which any such director or officer may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liability for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

ARTICLE IV

CITY OF CHICAGO RIGHTS

Section 1. In addition to any rights, powers or easements granted to the City of Chicago, the City of Chicago shall have the rights, powers and easements set forth in this Article.

Section 2. The City of Chicago is hereby granted the right and easement of access over, across and through the Real Estate for any purposes reasonably related to the proper exercise of the rights and powers of the City of Chicago, including, without limitation, the right and easement to come upon the Real Estate and to install, lay, construct, renew, operate, maintain, repair and replace lines, pipes, pumps and other equipment (including housings for such equipment) into, over, under, along, and through the Property for the purpose of providing water, storm sewer and sanitary sewer services to the Real Estate or any part or parts thereof.

ARTICLE V

LIMITATIONS RESTRICTING USE OF DWELLING PARCELS

Section 1. No Dwelling Parcel shall be used for other than a single family residence.

Section 2. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Real Estate, nor shall any "For

Sale" or "For Rent" signs or any window display advertising be maintained or permitted on any part of the Real Estate. The foregoing notwithstanding, Developer reserves the right for itself, or its agents, to place "For Sale," "For Rent" or any other signs on any part of the Real Estate and to use any Dwelling Parcel for sale or display purposes.

Section 3. No owner or occupant of any Dwelling Parcel shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of such Dwelling Parcel and no sign, awning, canopy, shutter, radio or T.V. antenna shall be affixed to or placed upon the exterior walls or roof of any Dwelling Parcel, or any part thereof, without the prior consent of the Association.

Section 4. No animals of any kind shall be raised, bred or kept in any Dwelling Parcel, except that dogs, cats or other household pets may be kept in Dwelling Parcels, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purposes, and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Real Estate upon three (3) days' written notice from the Association to the owner of the dwelling unit containing such pet.

Section 5. No noxious or offensive activity shall be carried on in any Dwelling Parcel, nor shall anything be done therein, either wilfully or negligently, which may be

or become an annoyance or nuisance to the owners or occupants of the other Dwelling Parcels located on the Real Estate.

Section 6. Nothing shall be done in any Dwelling Parcel which would impair the structural integrity of any Dwelling Parcel.

Section 7. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any portion of the Dwelling Parcel. The outside of the Dwelling Parcel shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed therein.

Section 8. No exterior of any Dwelling Parcel shall be painted or decorated without the written consent of the Association which shall have the right to specify, in the interest of uniformity and appearance, the color and kind of paint used for such purposes.

Section 9. Anything in this Declaration hereinbefore to the contrary notwithstanding, no building wall or other structure shall be commenced or maintained upon the Dwelling Parcels, nor shall any exterior addition to or change or alteration therein be made or painted, until the plans and specifications showing the nature, kind, shape, heights, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the

Association. In the event said Board fails to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section shall be deemed to have been fully complied with. The provisions of this Section 9 shall not be applicable to the Developer.

ARTICLE VI

GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the mortgagees from time to time of any of the Dwelling Parcels, or the owner of any Dwelling Parcel subject to this Declaration, their legal representatives, heirs, successors and assigns for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is executed agreeing to change said covenants and restrictions in whole or in part by the then owners of two-thirds (2/3) of the Dwelling Parcels and is recorded.

Section 2. Reference in any deed of conveyance, or any mortgage or trust deed or other evidence of obligation, to the rights, covenants, easements and restrictions herein described shall be sufficient to create and reserve such

rights, easements, covenants and restrictions to the respective grantees, mortgagees or trustees of the Dwelling Parcels as fully and completely as though said rights, easements, covenants and restrictions were fully recited and set forth in their entirety in such document.

Section 3. Enforcement of the covenants and restrictions contained in this Declaration shall be had by any proceeding at law or in equity against any person 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 the Association, any mortgagee or any owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Any notice required to be sent to any member of the Association or owner of a Dwelling Parcel 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 person as it appears on the records of the Association at the time of such mailing.

Section 5. Any and all facilities of any kind, presently existing or hereafter installed, designed or intended for the common use of any two or more Dwelling Parcels shall be perpetually used in common by the owner or occupants of such Dwelling Parcels.

Section 6. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity, force or effect of any other covenants, restrictions or other provisions contained herein.

Section 7. Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the Declaration of Party Wall Rights, Easements, Covenants and Restrictions herein described shall be sufficient to create and reserve such easements, covenants and restrictions to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements, covenants and restrictions were fully recited and set forth in their entirety in such documents.

This Declaration of Party Wall Rights, Easements, Covenants and Restrictions is executed by the BANK OF RAVENSWOOD, a national banking association, as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and such RAVENSWOOD BANK hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on said BANK OF RAVENSWOOD.

IN WITNESS WHEREOF, BANK OF RAVENSWOOD, as Trustee as aforesaid, has caused these presents to be signed by its

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Vice President and its corporate seal to be hereunto affixed and attested by its ~~Assistant Secretary~~ Trust Officer, the 25th day of June, 1986.

BANK OF RAVENSWOOD, as Trustee under Trust Agreement dated October 2, 1985, and known as Trust No. 25-7378

By: Martin S Edwards
its Vice President

ATTEST:

Cecil Gonzalez
~~Assistant Secretary~~ Trust Officer

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1881 MAUD
1883 MAUD
1885 MAUD CHICAGO, IL
1880 POE
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1884 POE

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that MARTIN S. EDWARDS, personally known to me to be the Vice President of BANK OF RAVENSWOOD, as Trustee under Trust Agreement dated October 12, 1985, and known as Trust No. 25-7378, and Cell Gonnerman, personally known to me to be the ~~Assistant Secretary~~ TRUST OFFICER of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and ~~Assistant Secretary~~ Trust Officer, they signed and delivered the said instrument as Vice President and ~~Assistant Secretary~~ Trust Officer of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 25th day of June, 1986.

Jacqueline M. Knutson
Notary Public

This instrument prepared by:
EMAIL TO:
GERALD J. SMOLLER
33 North Dearborn Street
Suite 2011
Chicago, Illinois 60602
372-3227

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