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RESERVATIONS AND RESTRICTIVE COVENANTS RIVER COTTAGES TOWNHOUSE ASSOCIATION

88430228

Larrabee-Dickens Corporation, an Illinois corporation, hereinafter referred to as the Seller.

To The Public,

Declaration of Restrictions on River Cottages of the Public Records of Cook County, Illinois.

The Restrictions and Covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning property in the River Cottage project or claiming under them. If the owners of such land or any of them, or their heirs or assigns, devisees, or authorized representatives shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in such project to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, and either to prevent him from so doing or to recover damages from such violation, or both.

Maintenance of driveway, paving, fencing and landscaping west of River Cottages, Riverwall east of River Cottages and Balcony Projections.

Owners agree to share costs, including but not limited to, the repair, maintenance, insurance or replacement of the driveway, paving, fencing and landscaping west of the River Cottages, and the Riverwall east of River Cottages in the following proportions:

Unit 357	25%
Unit 359	25%
Unit 365	33%
Unit 367	17%

Temporary parking places.

Unit owners agree that amongst unit owners the use of parking space on the property to the west of each unit as depicted in the drawing attached (Exhibit A) shall be limited to owners or invitees of the unit immediately to the east. Owners recognize that property line extends only to west edge of building and does not include the land to the west.

Maintenance of common halls, doors, stairs, walls, elevator and roofing.

The owners of each unit hereby grant to each other mutual covenants for the use and enjoyment of common halls, doors, stairs, walls, elevators, and roofing that joins to areas shared by the unit owners. Concurrently, the owners of each unit agree to share equally with owners of adjacent units the cost of maintaining and operating such common areas shared by the unit owners. The electricity to operate and heat common halls, stairs, and elevators is on one electric meter, and each owner shall pay 25% of the cost of such usage. (See Exhibit B for plan of common areas and property lines.)

Sewer, Gas, and Utility Repairs, Maintenance and Replacement

The cost of repair, maintenance or replacement of the two sewers and gas lines common to Units 357 and 359, and common to 365 and 367 will be shared equally by the owners of these units. Unit owners grant to one another rights to access each other's units for the purpose of repairing or replacing other utility lines and elevator equipment.

Signage

No unit owner shall display, hang, store, or use any sign outside his unit which may be visible from the outside of his unit without the prior written permission of the townhouse association.

Access Easement and Property Lines

The owners of Unit 365 and 357 grant to the owners of Units 367 and 359 respectively the right of ingress and egress along walkways on their property to allow access to other units as required by building code. Units 367 and 365 have property lines on each elevation that vary by elevation. (See Exhibit B)

BOX 15

MAIL TO: JUD WATZKA
77 W. Washington St.
Chicago, IL 60601

WITH THE SUCCESS OF THE PROJECT ALL BIDS TO BE OPENED AT 12:00 PM

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11/19/2011 11:19 AM

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Use of Riverwall for Boat tie up.

The Riverwall east of the River Cottages is reserved for the use of owners whose property borders on the Riverwall. Boats tied up extending beyond such property lines require the consent of the adjacent property owner. The Unit owner of Unit 365 has the right without the requirement of consent to erect a device as depicted on the attached drawing (Exhibit C) and to maintain such equipment in good repair and condition provided approvals are obtained from those authorities having jurisdiction over the Chicago River waterway. Owners agree to dock only boats in good repair or condition adjacent to their property.

Permitted Uses

All units shall have permitted residential uses on the first storey and higher elevations. All units on all elevations shall have such permitted uses that are allowed in B6-7 zoning except for all retail business establishments or service establishments dealing directly with consumers, excepting professional practices and/or related service organizations on an appointment only basis.

Remedies for violations-invalidations.

For a violation or breach of any of these Reservations and Restrictions by any person claiming by, through, or under the Seller, or by virtue of any judicial proceedings, the Seller and the property owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Seller shall have the right, whenever there shall have been built any structure which is in violation of these restrictions, to enter upon the property where such violation of these Reservations and Restrictions exists and summarily abate or removal shall not be deemed trespass. The failure to promptly enforce any of the Reservations and Restrictions shall not bar their enforcement. The invalidation of any one or more of the Reservations and Restrictions by any Court of Competent jurisdiction in no wise shall affect any of the other Reservations and Restrictions, and they shall remain in full force and effect.

Should any unit owner fail, neglect, or refuse to satisfy and discharge any lien arising from the performance of their obligations under these covenants hereunder within 30 days, the Seller, and the remaining owners, shall be entitled to receive all costs of enforcement, including, but not limited to, reasonable attorney's fees and expenses of repair and maintenance.

Committee and Modifications.

The Seller shall appoint one or more persons to the Committee herein referred to and a Successor Committee or Committees shall also be appointed by the Seller. The Seller may modify these restrictions prior to the time all units are sold as may be required to meet the requirements of governmental agencies, lending institutions, or for any other reason deemed by Developer to be in the best interests of property owners. At the seller's option but in no event later than January 1, 1990 all privileges, powers, rights, and authority shall be exercised by and vested in a Committee to be comprised of owners of the units, and modifications to such restrictions will require the written approval of at least 75% of the property owners (one vote per unit).

In witness whereof, Larrabee-Dickens Corporation has caused these presents to be signed in its name by its President, and its corporate seal affixed, attested by its Secretary, the 12 day of September, 1988.

Larrabee-Dickens Corporation

(Corporate Seal)

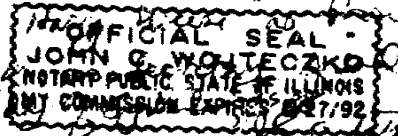
Attest:

[Signature]
President

[Signature]
Secretary

88430228

I, John C. Wozniak, a notary public for the State of Illinois and County of Cook do hereby attest that Larrabee-Dickens Corporation, George Vreche, President and Secretary have executed the above this 12th day of September 1988.



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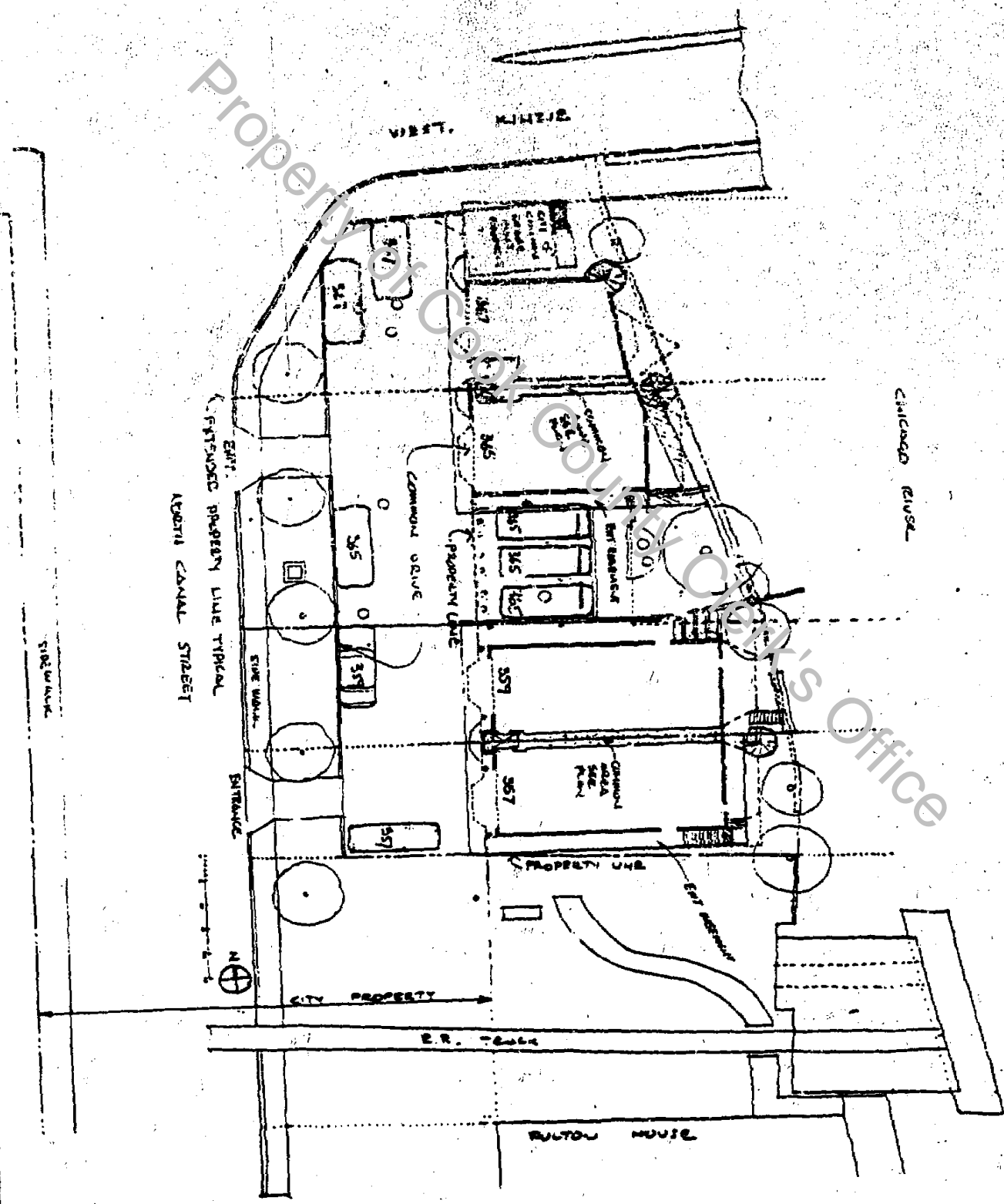
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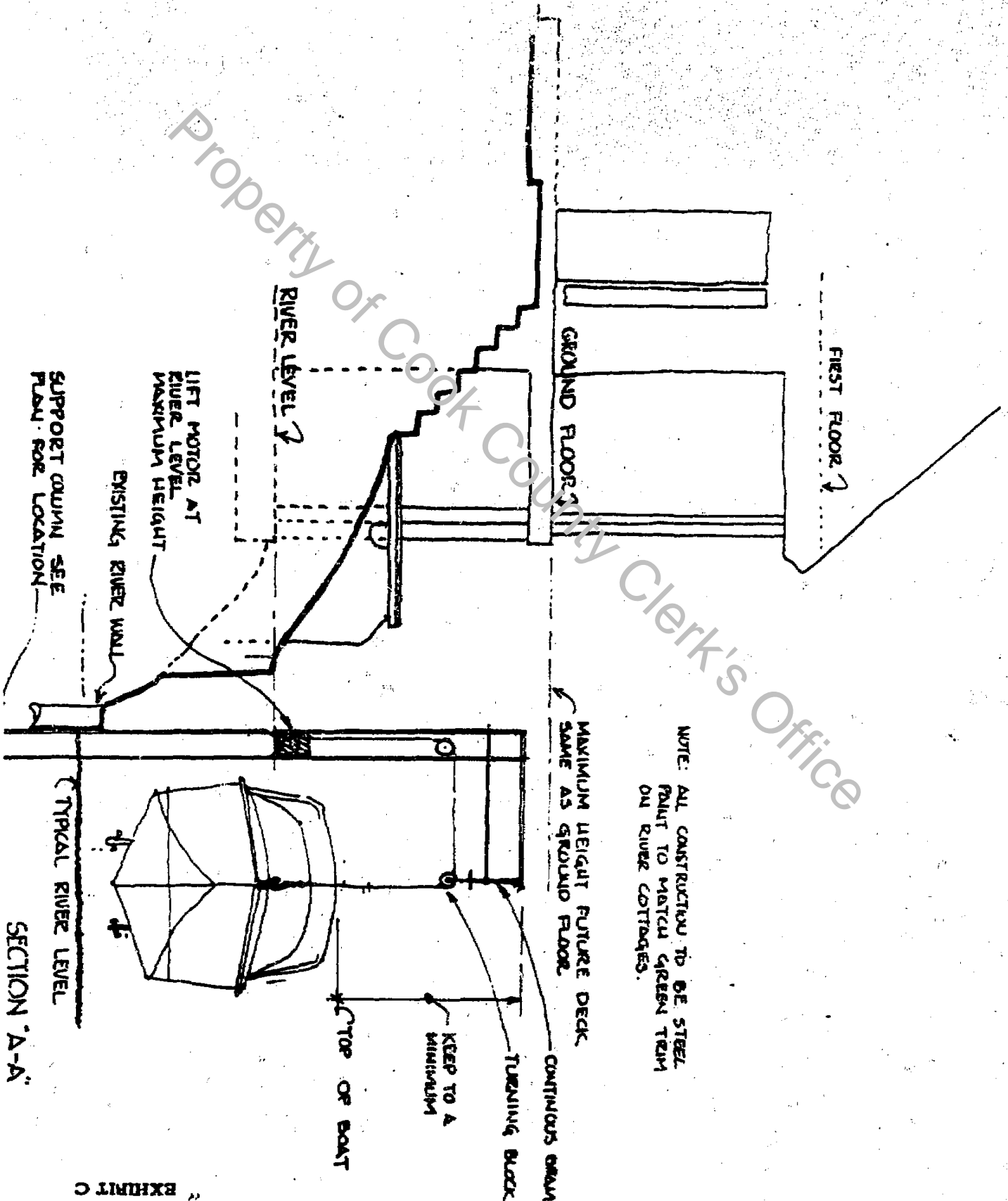
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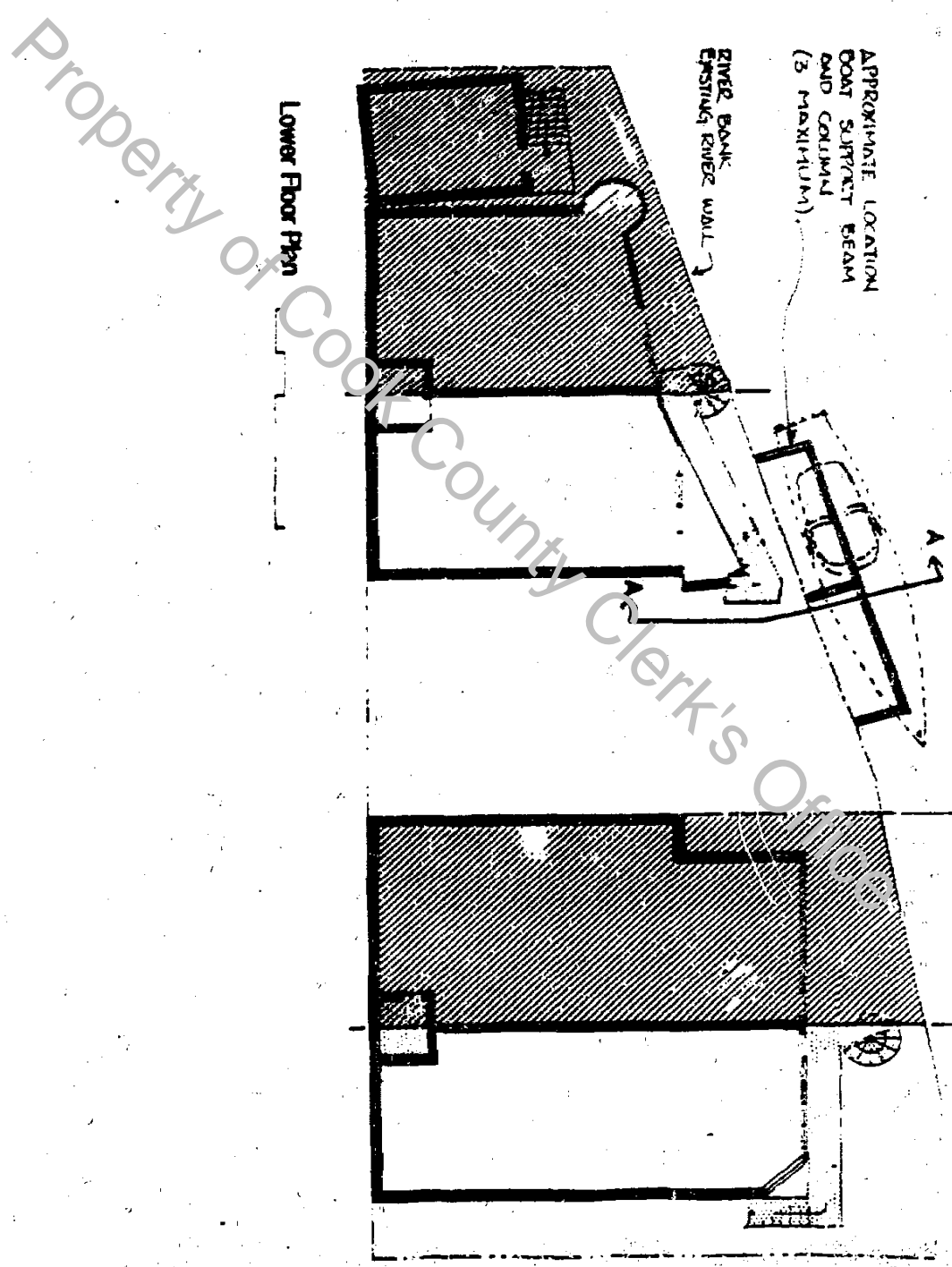
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NOTE: ALL CONSTRUCTION TO BE STEEL PAINT TO MATCH GREEN TRIM ON RIVER COTTAGES.

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Lower Floor Plan

PLAN

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