

UNOFFICIAL COPY 88561531

ARCHITECTURAL CHANGE COVENANT

This covenant and agreement is entered into this 17 day of October, 1988, by George Haas (hereinafter referred to as "Owner") and Walpole Point Owners Association, Inc., an Illinois not-for-profit corporation (hereinafter referred to as "The Association").

RECITALS

A. Owner owns certain real estate in Chicago, Illinois in the Walpole Point Development which is improved with a building. The address of the real estate is 2156 North Lincoln and its legal description is attached on Exhibit "A" (This real estate and improvements is hereinafter collectively referred to as the "Unit").

B. The Unit is subject to the terms of a certain Declaration of Covenants, Conditions and Restrictions, dated August 10, 1971, between LaSalle National Bank, as Trustee under Trust Agreement dated July 15, 1971 and known as Trust No. 41100 and LaSalle National Bank, as Trustee under Trust Agreement dated July 15, 1971 and known as Trust No. 242854 (the "Declaration"), such Declaration having been recorded with the Cook County Recorder of Deeds on September 17, 1981 as document No. 21625497 and having been from time to time amended pursuant to its terms.

C. The Declaration provides, among other things, that the Association shall have certain rights and obligations. One of its obligations, set forth in Article V, Paragraph 5.06, is to provide exterior maintenance to the building on the Unit. One of its rights pursuant to Article VII is to review any exterior alterations, additions or changes which any owners of any property subject to such Declaration wishes to make and to either approve or disapprove of such alterations, additions or changes.

D. The Owner has requested permission from the Association to make the architectural changes set forth on Exhibit "B" and "C" (the "Resulting Improvement"). The Association has indicated that it is willing to allow the Owner to make such changes provided that the Owner agrees to the terms, conditions and covenants set forth hereinafter.

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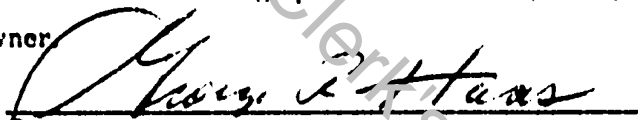
NOW, THEREFORE, in exchange for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Owner is hereby granted approval pursuant to Article VII of the Declaration to perform upon the Unit the work described in Exhibit "B" and "C".

2. The Owner hereby agrees to indemnify and hold the Association, its officers, directors and members, harmless from and against any damages, liabilities, claims, charges, lawsuits, or other matters arising out of the work performed pursuant hereto and described on Exhibit "B" and "C".

3. The Owner hereby waives and forfeits any rights which the Owner has pursuant to Paragraph 5.06 of the Declaration to cause the Association to provide exterior maintenance excluding painting to or upon (a) the Resulting Improvement, (b) any pre-existing improvement which is made inaccessible by virtue of the Resulting Improvement, (c) any portions of the Unit or the existing improvements which are covered or enclosed by the Resulting Improvement, (d) any part of the existing improvements on Unit which are in contact with or otherwise affected by the Resulting Improvement.

4. The covenants and agreements set forth herein shall run with the land described on Exhibit "A" and shall be binding upon all successors, heirs, assigns and transferees of the Owner.


Owner


for Walpole Point Owners Association, Inc.

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EXHIBIT "A"

A parcel of land being a part of the following described tract: Lots 1 through 15, 40 through 45 and that part of Lots 16 through 21 lying North of the South line of said Lot 40 extended East, all in W. E. Doggett's Subdivision of Block 23 in Canal Trustees Subdivision in Section 33, Twp. 40 N., R. 14 E. of the 3rd P.M. - also - All of the vacated alley lying N.E.'ly of and adjoining Lots 40 through 45, bounded on the West by the East line of N. Larrabee Street and on the South by the South line of said Lot 40 extended East, all in W. E. Doggett's Subdivision of Block 23, aforesaid said parcel being described as follows:

Parcel - 36: Commencing at the N.W.'ly corner of said tract, thence S.E.'ly along the N.E.'ly line of said tract, 140.00 feet to the place of beginning, continuing thence S.E.'ly along said N.E.'ly line, 26.92 ft; thence S.W.'ly perpendicular to the N.E.'ly line of said tract, 37.83 ft; thence N.W.'ly parallel to the N.E.'ly line of said tract, 26.92 ft.; thence N.E.'ly perpendicular to the N.E.'ly line of said tract, 37.83 ft. to the place of beginning. (Commonly known as 2156 North Lincoln).

Permanent Index No. 14-33-121-053

2156 North Lincoln
Chicago, IL 60614

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EXHIBIT "B"

RESULTING IMPROVEMENT

Replace all casement windows and French doors on Lincoln Avenue facade with Pella casement windows, as per attached drawing.

PERMANENT INDEX NO. 14-33-121-053

2156 North Lincoln Avenue
Chicago, IL 60614

DEPT-01 RECORDING \$15.25
7:22:22 TRAN 7181 12/07/88 14:10:00
#2768 # B * -88-564831
COOK COUNTY RECORDER



Walpole Point Development
% M. Myers Properties Inc
401 N. Lombard St. #200
Chicago, IL 60611
Attn: L. Branham

15
[Handwritten signature]

85564501

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EXHIBIT 'C'

PELLA WINDOWS AND DOORS, INC.

SPECIALS ORDER FORM

PELLA ORDER NUMBER

George Haas

George Haas Residence 2156 N. Lincoln Chicago

Frank Veiss

Windows Model #2460 WC
French Doors Model #R18TFD8

Roof

Roof

85581831

