

Declaration of Covenants, Conditions and Restrictions

This Declaration, made this 9 day of April, 1988 by the Chicago Housing Authority, herein after called CHA.

Witnesseth:

Whereas, CHA is the owner of the real property called Wentworth Gardens described in Exhibit A of this declaration.

Whereas, CHA desires to create an opportunity for home ownership for qualified tenants of its various public housing projects.

Whereas, CHA has approved by resolution No. 85-CHA-2 the participation of the property known herein as Wentworth Gardens in the Public Housing Home Ownership Demonstration Program as described in the October 25, 1984 Federal Register, Volume 49, Number 208, sponsored by the U.S. Department of Housing and Urban Development and is therefore subject to their regulation in the property which remains under CHA ownership.

Whereas, CHA desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common facilities; and to this end, desires to subject the real property described in Exhibit A to the covenants, restrictions, and easements, hereinafter set forth; and such additional covenants, restrictions, easements, and charges as agreed upon by a majority of the property owners of Living Units on properties described in Exhibit A.

Whereas, a majority of the property Owners of Living Units described in Exhibit A may deem it desirable in the future, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges which may be created.

Now, Therefore, CHA declares that the real property known as Wentworth Gardens and described in Exhibit A is and should be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, hereinafter set forth and as amended from time to time and recorded with the County Recorder of Deeds.

Article I  
Definitions and General Provisions

1. The following words when used in the Declaration (unless the context shall prohibit) shall have the following meanings:

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- a. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration hereof.
- b. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- c. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or legal description of The Properties with the exception of Common Properties as heretofore defined.
- d. "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- e. "Owner" shall mean and refer to the record owner (including CHA), whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
2. Duration, Amendments and Modifications. 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 CHA or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The provisions of this Declaration may be abrogated, modified, rescinded or amended in whole or in part if an instrument signed by then-Owners of two-thirds of the Lots (or Living Units) is recorded, agreeing to change said covenants and restrictions in whole or in part. (For purposes of meeting the two-thirds requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted).
3. Notices. Any notice required to be sent to any Owner or CHA under the provisions of this Declaration shall be deemed to have been properly sent when mailed by certified mail, postpaid, to the Executive Director at last known address of CHA or the person who appears as Owner on the records of the County Recorder of Deeds.

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4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any 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 CHA or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
  5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

## Article II Party Walls

1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall (including that portion of the roof adjacent to the party wall area), and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.
2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. Both owners of a living unit sharing a party wall are responsible for the immediate restoration of the shared party wall where the health or safety of the occupants is threatened. Both shall jointly select an independent contractor to perform the work and share equally in the cost associated with such repair. If both parties fail to agree upon the selection of an independent contractor to perform the work, either party may select a contractor to perform the work and the other party shall be responsible for one-half the reasonable cost of the work performed.
3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, both owners of a living unit sharing a party wall are responsible for the immediate restoration of the shared party wall where the health or safety of the occupants is threatened. Both shall jointly select an independent contractor to perform the work and share in the cost associated with such repair in proportion to their negligence or misconduct. If both parties fail to agree upon the selection of an independent contractor to perform the work, either party may select

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- a contractor to perform the work, except in the case where one of the parties is CHA, in which CHA shall select the contractor, and the other party shall be responsible for the cost of the work performed in proportion to their negligence or misconduct. However, nothing herein shall prevent either Owner from seeking a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.
4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
  5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
  6. The Owner, and their respective successors and assigns, have, and shall at all times hereafter continue to have, the right to join onto, connect with and tie into said wall or any portion thereof, both below and above the surface of the ground, and along the whole length or any part of the length thereof.
  7. If during the course of, or as a result of, any demolition, alteration, remodeling, construction or reconstruction upon its premises by any Owner, their respective successors and assigns, such beneficiaries of the Owner shall pay for such work and pay further for any damage that may be caused to said party wall and promptly repair the damage so occasioned.
  8. This Agreement shall be perpetual and shall at all times be construed as a covenant running with the land.
  9. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

## Article III Architectural Control Committee

Review. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind,

shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relating to surrounding structures and topography by CHA or an entity representing a majority of the property Owners or by an architectural committee composed of three (3) or more representatives appointed by CHA. In the event CHA or an entity representing a majority of the property Owners, or its designated committee, fail to approve such design and location within thirty (30) days after said plans and specifications have been submitted to it shall be deemed to have been denied the party seeking plan approval may reapply immediately thereafter and ask for a formal meeting to discuss CHA's findings. Note: Until a majority of the ninety-three (93) units which comprise Wentworth Gardens are sold, CHA shall discharge the architectural control function. CHA shall provide for the establishment of a Homeowner's Association or permanent architectural committee prior to sale of its majority interests.

#### Article IV First Right of Refusal

1. CHA desires to create an opportunity for home ownership for qualified tenants of its various public housing projects.
2. To secure the continued availability of Properties within Exhibit A for qualified tenants of its various public housing projects, all subsequent sales by Owners will be subject to a first right of refusal in CHA or its designee to repurchase the property upon the occurrence of the following events and in accordance with the following terms and conditions:
  - a. If any property is offered for sale by the Owner or Owner receives an offer to buy the property, the Owner shall notify CHA in writing of all of the terms and conditions of any contract (i.e., by providing CHA with a copy of such a contract) which is acceptable to it and which it intends to execute.
  - b. CHA shall have forty-five calendar days following actual receipt of such notice to notify the Owner of its election to repurchase any of the parcels described in Exhibit A upon the same or equivalent terms and conditions as those contained in such notice. CHA's failure to respond as herein provided shall constitute a waiver of its election to repurchase.
  - c. If any property is offered for lease by the Owner or Owner receives an offer to lease the Property, the Owner shall notify CHA in writing of all of the terms and conditions of any lease (i.e., by providing CHA with a copy of such proposed lease) which is acceptable to it and which it intends to execute.

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- d. CHA shall have thirty calendar days following actual receipt of the notice referenced in subsection 2C hereof to notify the Owner in writing of its election to repurchase the Property; if CHA so elects, Owner shall at its sole expense, promptly commission an MAI appraiser acceptable to CHA to appraise the Property's fair market value. Upon the completion of such appraisal, Owner shall submit it to the CHA for its approval. CHA shall have fifteen days from receipt of such appraisal to accept or reject such appraisal. If CHA rejects it, CHA and Owner shall agree upon a second appraisal by an MAI appraiser; such appraisal cost to be equally shared. Such appraisal shall be determinative of the purchase price. Once the purchase price has been so established, settlement shall occur promptly.

## Article V Prevention of Windfall Profits to Owner

1. As a further inducement to the tenant home ownership program, CHA will make available a portion of proceeds from the sale to pay for rehabilitation required by tenant's mortgagee.
2. In consideration of CHA's assistance in providing rehabilitation funds in connection with the Owner's purchase of the Property, Owner agrees to execute at settlement a Note (the "Note") and a Second Mortgage covering the Property (the "Second Mortgage") in favor of CHA in the principal amount of the estimated rehabilitation cost. Interest on the principal sum shall accrue per annum, compounded. The Note in the Second Mortgage will provide, among other things, that the Owner will not be obligated to make payments of principal or interest thereunder unless the Owner sells, conveys, transfers or rents any portion of the Property except (any of which sales, conveyances, transfers or rental shall hereinafter be included within the meaning of term "transfer"), whether by transfer as security for a loan (except in connection with a refinancing to obtain a lower interest rate on the first mortgage loan) or a sale by foreclosure or other transfer in lieu thereof. Should the date of such transfer or such acceleration occur within five (5) years of the date of this Note, the full amount of the Note shall become due and payable at CHA discretion.
3. Should sale occur during the five year period following purchase which results in proceeds in excess of both the original sale price and the rehabilitation cost, CHA and Owner will share equally in such excess.

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## Article VI Mortgagee Notice Requirements

Mortgagees of Owners are required to provide CHA or its designee with notice within 15 days of Owner becoming two months in arrears in their mortgage payments to afford CHA an opportunity to cause the curing of Owner's default.

## Article VII Nondiscrimination

No owner or their successor in interest shall discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements located or to be located thereon, or any part thereof.

Date: 3/21/88

Declarant: Chicago Housing Authority  
22 W. Madison  
Chicago, Illinois 60602

[Signature]  
Managing Director

[Signature]  
Attestation

Subscribed and Sworn to  
on this 31st day of  
March, 1988.

[Signature]  
Notary Public

COOK COUNTY CLERK'S  
OFFICE  
1220 SOUTH WASHINGTON  
CHICAGO, ILLINOIS 60602  
1988 APR 20 PM 1:58

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Purchaser has read the foregoing instrument which will burden the property he is purchasing at 251 Root St. Chicago, Ill., and agrees to be bound by same.

Vedie Jones SR  
Purchaser

4/19/88  
Date

James Jones  
Purchaser

4/19/88  
Date

### Article VII Nondiscrimination

No owner or their successor in interest shall discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements located or to be located thereon, or any part thereof.

Date: 3-2-88

Declarant:

Chicago Housing Authority  
22 W. Madison  
Chicago, Illinois 60602

Jeffrey Freeman

[Signature]  
Managing Director

BOX 333 - TH

[Signature]  
Attestation

Subscribed and Sworn to  
me this 3rd day of  
March, 1988.

[Signature]  
Notary Public



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STATE OF ILLINOIS, De. Page County is:

I, the undersigned, a Notary Public in and for said county and state,  
do hereby certify that Vendie Jones Sr and Juanita Jones, his  
wife, personally known to me to be the same person(s) whose name(s) are  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein  
set forth. z

Given under my hand and official seal, this 19th day of April, 1988

My Commission expires:

3-18-90

Mary Ann [Signature]  
Notary Public

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## Exhibit A

A tract of land located in the City of Chicago, County of Cook, State of Illinois, in Block 3 in Superior Court's Partition of the South 3/8 of the Northeast 1/4 of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian and bounded by a line described as follows:

Commencing at the intersection of the West line of South Princeton Avenue with the North line of West 43rd Street, thence West along the North line of 43rd Street to its intersection with the East line of the right-of-way of Pittsburg, Ft. Wayne and Chicago Railway; thence North along the East line of said right-of-way to its intersection with the South line of West Root Street; thence East along the South line of West Root Street to its intersection with the West line of South Princeton Avenue; thence South along the West line of South Princeton Avenue to the place of beginning.

351 W Root St

Chicago IL

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