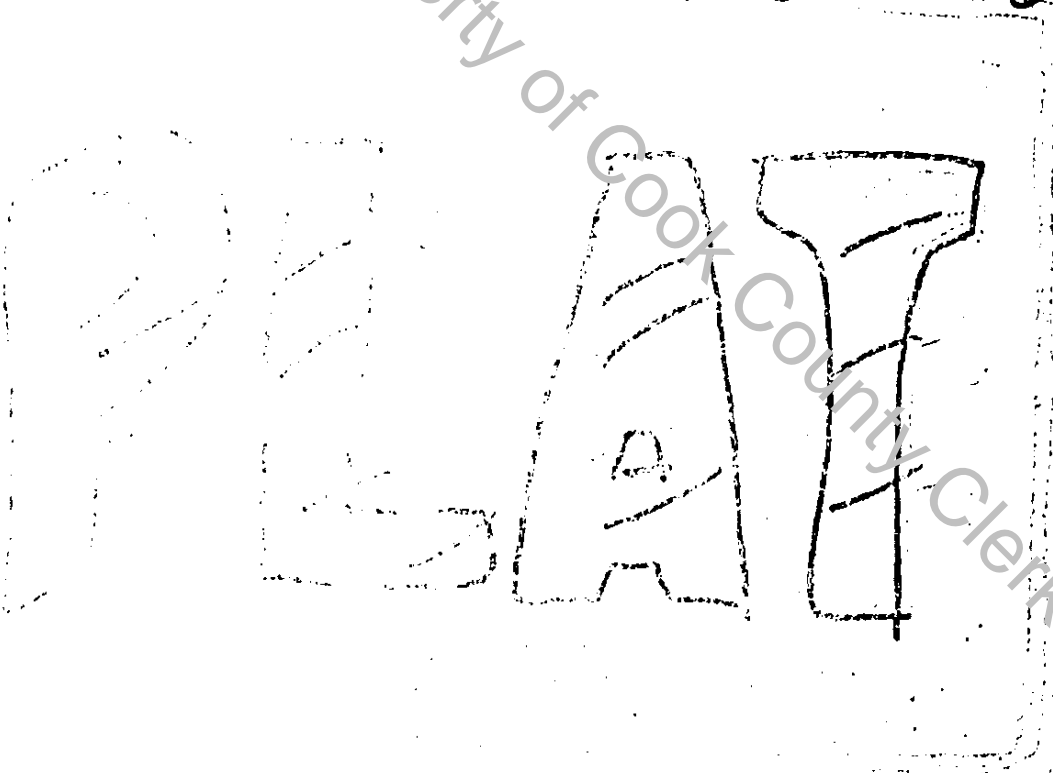


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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by GHC Development Corp., an Illinois corporation, hereinafter referred to as "Declarant";

WITNESSETH:

W.H. 1/11

WHEREAS, Declarant is the Owner of certain real estate in the County of Cook, State of Illinois, referred to in Section 2, Article I of this Declaration; and

WHEREAS, Declarant's Beneficiary intends to divide portions of the real estate into dwelling parcels on which townhomes will be or are erected with party walls straddling the boundaries between the dwelling sites, and will create easements which will be used for maintenance, ingress and egress, and other common uses for the benefit of the occupants and owners of such residences; and,

WHEREAS, in order to preserve and enhance the values and amenities of certain common area property to be subject to this Declaration, to protect and control the common easement areas of property to be subject to this Declaration, and to administer and enforce the covenants and restrictions hereinafter created, Declarant has, or will, form an Illinois not-for-profit corporation known as Greenview Gardens Homeowners Association, (the "Association") which will own and have the responsibility of the maintenance and administration of this property (the "Association Property") as herein provided.

NOW, THEREFORE, Declarant hereby declares that all of the Association Property shall be held, subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Association Property. These easements, covenants, restrictions, and conditions shall run with the Association Property and shall be binding on all parties who become members of the Associations and their successors and grantees.

ARTICLE I Definitions

The following words when used in this Declaration or in any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. Association. Greenview Gardens Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.
2. Real Estate. The real estate referred to in Section 1 of Article III and is described on Exhibit A attached hereto.

RECORDERS BOX 333

31078088

72-59-639DB

2/26/11

PRINT WITH THIS DOCUMENT

This INSTRUMENT PREPARED BY:
JAMES S FEUTON, GRIFFIN + FADDEN, LTD.
150 S. WACKER, Suite 500, Chicago, 60606.

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W.H. 1/11

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3. Association Property. Those areas of land, together with any and all improvements that are now or may hereafter be constructed thereon, to be conveyed to the Association by the Declarant, its successors and assigns, and which area shall be subject to assessment and be maintained by the Association as provided below unless subsequently provided otherwise by Declarant. Such designation shall not be construed as a public dedication. The legal description of the Association property is described on Exhibit B attached hereto.

4. Lot. Any parcel or tract of land designated upon Exhibit C attached hereto which is presently or is to be improved with a residence designed and intended for use and occupancy as a residence for a single family.

5. Member. Every person, individual or entity who holds membership in the Association by virtue of ownership of any portion of the real estate subject hereto.

6. Owner. The record owner, whether one or more persons, individuals or entities, of a fee-simple title to any Lot which is a part of the real estate, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

7. Declarant. GHC Development Corp., an Illinois Corporation.

8. Developer. The Developer of the property is GHC Development Corp., an Illinois corporation.

ARTICLE II Party Walls

1. Definition of Party Walls and Rights Appurtenant Thereto. All dividing walls which straddle any boundary line between Townhomes, and which stand partially on one parcel and partially on another, and all other walls which serve two or more Townhomes, shall at all times be considered party walls, and each of the owners of the Townhomes on 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 of or any part of the length thereof for the support of said Townhome and for the support of any building or structure constructed to replace the same, and shall have the right to maintain and replace in or on said wall any pipes, ducts or conduits originally located therein or thereon subject to the restrictions hereinafter contained.

2. Extension of Party Walls. No Townhome owner nor any successor in interest to any such owner shall have the right to extend such party wall in any manner, either in length, height or thickness.

3. Willful, Negligent or Accidental Damage. Should any party wall be damaged or destroyed through the act or acts of any owner of any Townhome contiguous thereto, his tenants, agents, servants, guests or members of his family, irrespective of whether such act

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is willful, negligent or accidental, such owner shall forthwith proceed to rebuild or repair said party wall to as good condition as formerly existed without cost to the adjoining Townhome owner.

4. Repair, Maintenance and Damage by Fire or Other Casualty. Should any party wall be destroyed or damaged by fire or other casualty or be in the need of reasonable repair or maintenance, such wall shall be rebuilt, repaired or maintained by the owners of both Townhomes contiguous thereto within a reasonable time to the end that such wall shall be restored to as good a condition as existed prior to such fire, casualty or need for repair or maintenance with materials comparable to those used in the original wall, and shall conform in all respect to the laws or regulations regarding the construction of buildings in force at the time of such repair or reconstruction. The cost of such repair or maintenance to a party wall shall be borne by the owners of the Townhomes contiguous thereto.

5. Arbitration. In the event that a disagreement arises with respect to the repair, reconstruction or maintenance of a party wall, the adjoining owners shall submit the disagreement to the American Arbitration Association, whose decision shall be binding on the owners.

6. Unenforceability of Private Agreements. No private agreement of any adjoining Townhome owner shall modify or abrogate any of the provisions contained in this Article, which shall be binding upon the heirs, successors and assigns of the owners of the Townhomes, but no person shall be liable for any act or omission respecting such provisions, except those that took place while that person was an owner of the Townhome.

ARTICLE III

Property Subject to This Declaration: Additions Thereto

Existing Property. The real estate which is and shall be held, transferred, conveyed, sold and occupied subject to this Declaration is located in the City of Chicago, County of Cook, Illinois and is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

ARTICLE IV

Membership and Voting Rights

1. Membership. Every Owner of a Lot shall be a member of the Association without the right of withdrawal. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

2. Voting Rights. The Association shall have two classes of voting membership:

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A. Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds such interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B. Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot owned, provided that the Class B membership shall cease and be converted to Class A membership on May 1, 2010, or at such earlier date as the Class B member may elect.

3. Governing Law. The Association, its Directors, Officers and Members shall be governed by the Illinois General Not-For-Profit Corporation Act.

ARTICLE V

Easements and Property Rights in Association Property

1. Easements of Use and Employment. Every member shall have a perpetual, non-exclusive easement for use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon and to the Association Property, and such right and easement shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

A. The right of the Association, in accordance with its By-laws, to adopt rules and regulations governing the use, operation and maintenance of the Association Property;

B. The right of the Association to dedicate or transfer all or any part of the Association Property to any public agency, authority or utility, or to grant easements affecting Association Property to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the members;

C. The exclusive right of the Lot Owners to use designated parking spaces in the Association Property, except that no owner may interfere with the right of occupancy or ingress and egress of other Townhome owners or occupants; and

D. The right of the Association to borrow money for the purpose of improving the Association Property.

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2. Delegation of Use. Any member may delegate, in accordance with By-Laws, his right of enjoyment to the Association Property and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

3. Title to the Association Property. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Association to the Association Property, free and clear of all encumbrances and liens (other than public utility and parking easements and other than such private easements in favor individual Lots immediately adjacent to the Association Property to use portions of the Association Property for roof, deck or similar purposes, as the Declarant may determine).

4. Association Expenses. The Association shall at its sole expense provide exterior maintenance upon each Townhome and all Association Property due to ordinary wear and tear as follows: paint, repair or replacement and care of roofs, gutters, downspouts, exterior building surfaces, concrete stoops, walks and driveways, and all lawn, trees and shrubs. This exterior maintenance does not include glass surfaces.

5. Damage to Association Property. If, due to the act or neglect of a Townhome owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Association Property, or to a Townhome owned by another, or maintenance, repairs or replacements are required which would otherwise be an expense paid by the Association, then such owner shall pay for such damage or maintenance, repair or replacement, as may be determined by the Board.

6. Encroachments. If any part of the Association Property encroaches upon any Townhome Property, or if any Townhome encroaches on the Association Property, there shall be deemed to be mutual easements in favor of the respective Townhome owners of any such Townhome and the Association to the extent of the encroachment so long as the same shall exist.

7. Other Easements. Declarant hereby reserves the right, until such time as the Association Property is conveyed to the Association, to grant easements for roof deck or similar purposes over portions of the Association Property for the benefit of Parcel E and Parcel J described on Exhibit C. Such easements shall run with the land. After the Association Property is conveyed to the Association, the Association, by vote of its Board of Directors, may grant such easements or other easements for utility or other purposes, over the Association Property, as the Association may determine.

8. Parking Easements. Parking spaces in the Association Property shall be assigned to individual units by the Board of Directors of the Association. No more than one parking space shall be assigned to any unit, and one space shall be assigned to each unit.

ARTICLE VI

Covenants for Maintenance Assessments

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the real estate at the time a Certificate of Occupancy is issued therefor, hereby covenants and each Owner of any such Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance for each such Lot owned by each Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association (or to a mortgage company or other agency designated by the Association):

A. Annual assessments or charges to be paid in equal monthly installments due on the first day of each month of each year hereinafter called "monthly payment dates" or in such other installments as the Board of Directors of the Association shall elect; and

B. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of each such Lot at the time when the assessment fell due. The aforesaid personal obligation shall not pass to the successor in title unless expressly assumed by such successor.

2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the resident of the real estate and in particular for the improvement and maintenance of the real estate, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Association Property and of the residences situated upon the real estate, including, but not limited to, payment of taxes and any liability and other insurance in connection with the Association Property; the maintenance, repair, replacement and additions thereto and for paying the costs of all labor, equipment (including the expenses of leasing any equipment) and materials required for the management and supervision of the Association Property; and for otherwise carrying out the duties and obligations of the Board of Directors of the Association as stated herein and in its Articles of Incorporation and By-Laws.

3. Basis and Limitations of Annual Assessments.

A. Until January 1, of the year immediately following the conveyance of the first Lot by Declarant to the Owner, the maximum annual assessment for each residence shall be Eight Hundred Forty Dollars per Lot. The Board of Directors shall make all reasonable efforts to maintain costs at a level less than that established by the maximum annual assessment.

B. The Board of Directors at least ninety (90) days preceding the first day of each year shall set the amount of the annual assessment for the following year for each Lot, taking into consideration the current maintenance costs and the future needs of the Association, subject to the approval of Members as herein provided.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Association Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the combined classes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Certain Actions. Written notice of any meeting called for the purpose of taking any action authorized under the provisions of Sections 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the combined classes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to a Lot on the first day of the month following issuance of an Occupancy permit therefor. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The due date or dates, if it is to be paid in installments, of the annual assessments and of any special assessments shall be fixed in the resolution authorizing such assessment.

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8. Duties of the Board of Directors with Respect to Assessments.

A. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for each annual assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

B. Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto showing the amount of amounts and the due date or dates if the assessment is to be paid in installments.

C. The Board of Directors shall, upon demand at any time, furnish to any Owner 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. A reasonable charge may be made by the Board for the issuance of such certificates.

9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

A. If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the total unpaid amount of all installments of such assessment shall immediately become due and payable and shall bear interest from the date of delinquency at a rate three points above the prime interest rate as reflected in the Wall Street Journal on the date assessed, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payments and/or to foreclose the lien against the property subject thereto and there shall be added to the amount of such assessment the cost of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

B. In the event that the Townhome owner shall be more than ninety (90) days delinquent in the payment of any assessment, the Association shall, in addition to the other remedies contained in this Declaration, have the right to take possession of that owner's Townhome pursuant to Section 9-102(8) of Article 9 of the Illinois Code of Civil Procedure. The Association or its agents shall send a notice to said owner at the address of his or her Townhome informing said owner that unless he or she makes full payment of all assessments then due within 15 days of the date on which the notice was sent, the Association shall proceed under the Illinois Forcible Entry and Detainer Act to take

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possession of the Townhome. Notice shall be effective when sent certified mail, return receipt requested, with postage prepaid, to the address of that owner's Townhome. In such event, the owner shall be responsible for all costs incurred, including reasonable attorney's fees in such legal proceedings.

C. The above remedies shall also be authorized in the event that an owner has not made a substantial start to repair or replace any damage or destruction to his or her Townhome by an insurable casualty for which the Townhome owner is responsible within thirty (30) days after receipt by the owner of the insurance compensation. If the owner has failed to make such repairs as identified herein within the allotted time period, the Association may, without waiving other remedies, effectuate such repairs at its own expense, and the owner will be liable to reimburse the Association for the costs of said repairs together with the interest thereon at a rate identical to that stated in subsection a.

10. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate only to the lien of any mortgage or mortgages or deed or deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the transfer of any Lot pursuant to any mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof.

11. Exempt Property. The following real estate subject to this Declaration shall be exempt from the assessment created herein:

- A. All real estate dedicated to and accepted by a local public authority;
- B. The Association Property;
- C. Real Estate owned by Declarant; and
- D. Real estate owned by Declarant and used as a model house.

ARTICLE VII

General Powers and Duties of The Board of Directors

1. Board of Directors. The Association shall have a Board of not less than five Directors who shall be elected by the members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in said Board occurring between regularly scheduled meetings of the members or shareholders may be filled by the Board of Directors as so provided by the corporate charter or By-Laws. Said charter and By-Laws may provide for said Directors to be elected for terms or more than one year and for such terms to be staggered so that in any year the terms of none or any number less than all of the Directors shall expire. The Association

shall have such officers as shall be appropriate from time to time, who shall be elected by the Board of Directors and who shall manage and conduct the affairs of the Association under the direction of the Board of Directors. Notwithstanding the foregoing, the initial Board shall be named in the Articles of Incorporation of the Association, shall consist of not more than three (3) Directors, who need not be members of the Association, and shall govern the affairs of the Association until the first annual meeting.

2. **Duties.** The Board shall exercise all the power and privileges and perform all the duties and obligations of the Association as required by this Declaration, as same may be amended from time to time, and shall provide for and shall pay for out of the assessment funds herein provided the following:

A. All maintenance and repair of the Association Property, its facilities and improvements, including all taxes and assessments and other liens and encumbrances which are assessed or charged against the Association Property, and any other materials, supplies, insurance, labor, services, maintenance, repairs and alterations which the Board deems to be in the best interests of the Association and its Members; and

B. A policy or policies of insurance insuring the Association against any liability to the public or to the Owner (and/or invitees of tenants), incident to the operation of the Association, in any amount not less than \$100,000 to indemnify against the claim of one person, \$300,000 against the claims of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence, which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds.

ARTICLE VIII

Use of Residences and Association Property

The real estate shall be occupied and used as follows:

1. Each Lot shall be used exclusively for residential purposes.
2. There shall be no obstruction of the Association Property, nor shall anything be kept or stored in or altered, or constructed or planted in, or removed from, the Association Property, without the written consent of the Board of Directors of the Association.
3. No Owner shall permit anything to be done or kept on his Lot or in the Association Property which will result in the increase in the rate charged or in the cancellation of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Association property.

4. No animals, livestock or poultry shall be raised, bred or kept in any portion of the real estate except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.

5. Nothing shall (i) be done in any part of the real estate nor shall (ii) any noxious or offensive activity be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound producing devices be used, except by Declarant, which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

6. No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or exterior walls of any residence or other structure unless such attachments shall have been first submitted to and approved by the Board of Directors.

7. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorney's fees.

8. No building or other structure, temporary or permanent shall be placed upon the Association Property by the Board of Directors without first obtaining a vote of two-thirds (2/3rds) of the Class A and Class B Membership of the Association combined.

ARTICLE IX

Covenants, Conditions, Reservations and Restrictions

The following covenants, conditions, reservations and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof.

1. No owner of any lot shall cause or allow any erosion to occur on said Property which is in violation of City ordinances or which the City may reasonably deem detrimental to either public or private property or to the safety and welfare of the residents of the City.

2. No building shall be erected or maintained on any lot for manufacturing, industrial or business purposes, nor shall any noxious or offensive trade be carried on upon any lot.

3. No building shall be erected or maintained on any lot except a building designed as a dwelling house and equipped for occupancy as a private residence by a single family.

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4. No lot may hereafter be used for more than one single family residence, excluding trailers or mobile homes. No Lot shall be divided or subdivided, except with the approval of two-thirds of the votes of the combined Classes of Members.

5. Unless otherwise specifically directed by the City of Chicago, the Association shall be responsible for the control of erosion and the maintenance of landscaping, including grass, within those portions of any dedicated right-of-way adjacent to their respective premises and not within the paved portions of the right-of-way, such responsibility of maintenance to include all drainage structures, including swales, drainage pipes and culverts, but specifically excluding water supply and sanitary sewer mains to be dedicated to the City of Chicago. Prior approval from the City must be obtained before making any alternations or changes of a permanent nature in such areas. In the event a lot owner fails to fulfill said responsibilities, the City may, but shall not be obligated to do so, and the costs thereof may be recorded as a lien on the title to said lot, which may be foreclosed by court action initiated by the City and in addition, the City may bring an action at law against the owner or owners of record of such lot.

6. Unless otherwise specifically directed by the City of Chicago, the respective lot owners shall be responsible for the control of erosion and the maintenance of such landscaping as allowed, including grass, within those portions of any City easements, which are part of their respective premises.

7. In the event a lot owner of the Greenview Gardens Homeowners fails to fulfill his or her respective responsibilities, the Association may and an easement is hereby granted to the Association to do so but the Association shall not be obligated to do so and the costs thereof may be recorded as a lien on the title to the area in question, or on all lots within the development, or in the case of single delinquent lot owner, on the lot in question, which liens may be foreclosed by court action initiated by the Association and in addition, the Association may bring an action at law to collect any expenses thereby incurred, and the delinquent lot owners shall be responsible and liable for all expenses incurred in enforcing the provisions of this Subsection.

8. Each owner of each lot shall be responsible for the control of weeds and other undesirable vegetation located upon his property, and shall promptly treat any diseased tree or other vegetation and promptly remove any dead or untreatable tree or other vegetation.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and in an inconspicuous place.

10. No building shall be erected or maintained on any lots for manufacturing, industrial or business purposes, excepting the use of one lot for a temporary sales office for the benefit of the Developer. Professional office or home occupation shall be conducted in

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connection with any residence, only as permitted by the applicable zoning regulations, and no noxious or offensive trade shall be carried on upon any lot.

11. No outdoor clothesline or other outdoor clothes drying or bleaching device shall be allowed on any lot at any time.

12. No owner of any lot shall cause or permit any motor vehicles of any kind to be parked or stored on his property, except in that lot owner's designated parking area.

13. Notwithstanding that it may comply with the foregoing restrictions, no dwelling house, accessory building or structure of any type, other than the existing townhomes, shall be erected, placed or permitted to remain on any Lot and no alteration of any of the foregoing costing more than One Thousand Dollars (\$1,000.00) shall be made to any building or structure of any type until and unless the plans and specification for the same have been drawn by a licensed architect showing the nature, kind, shape, size, architectural design, materials, location, proposed landscaping thereof and approximate cost, and (1) shall have been submitted to and approved in writing by the Developer, its successors or assigns, and after the Developer no longer is a member, the Association, its successors or assigns, or (2) in the event said design, plans or specifications are disapproved, or that the same are not approved within thirty (30) days of their submission, shall have been submitted to a committee of three (3) architects, the first of whom shall have been appointed by the owner of the lot, the second of whom shall have been appointed by the Developer, its successors or assigns, or the Associations, its successors or assigns, and the third of whom shall have been appointed by the two architects first so appointed, and shall have been approved in writing by two of such committee or architects. Such plans and specifications shall in addition be approved through the issuance of a building permit by the City of Chicago, pursuant to the applicable ordinances of the City of Chicago. Neither the members of the Committee nor its designated representatives shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of services performed pursuant to this Article. Further, notwithstanding the cost of any alteration to the Townhome, no Owner may alter the original exterior architecture, design, color, material or integrity of a Townhome without prior written authorization of seven (7) Association members.

14. For the purposes hereof, any lot line adjoining any street shall be the "front line". No building, breezeway, garage or any other structures other than the required hard surface driveway mail box and postlight shall be erected or permitted nearer said lot lines than that which is allowable under the building, zoning and other applicable laws and regulations of the City. At time of issuance of a building permit for corner sites, the permanent address will be determined on the building permit, and this permanent address shall determine the front yard of each such corner lot for purposes of application of all other ordinances of the City. No fences shall be allowed other than as may be specifically required by the ordinances of the City of Chicago.

15. No truck or commercial vehicle shall be permitted upon any lot except when said truck or commercial vehicle is actually delivering or unloading personal property to and from the premises and except any truck or commercial vehicle which is restricted to the interior confines or continuously parked on the streets or roadways, but shall be kept in the private garage, it being the intention to prevent obstruction of the streets by continuous parking thereon.

16. If a Townhome owner leases a Townhome, a copy of said lease shall be furnished to the Board within (10) days after execution thereof. The lessee under such lease shall be bound by and shall be subject to all of the non-monetary obligations of the owner-lessor under this Declaration and the By-Laws of the Association and each such lease shall expressly so provide. The owner-lessor shall not be relieved thereby from any of said obligations. No owner may lease his or her Townhome for hotel or transient purposes. No owner may lease less than all of his or her Townhome.

17. All lots made subject to this Declaration shall continue to be subject to these covenants and restriction until May 1, 2010 and thereafter perpetually unless the owners representing two-thirds (2/3rds) in number of all lots in the development and the City of Chicago shall file in the office of the Recorder of Deeds of Cook County, Illinois, a written statement, signed, approved and acknowledged by such owner or owners and by the City of Chicago stating that such restrictions, or portions thereof, shall become ineffective prior to the end of such additional period, in which event such restrictions or those specified in such written statement shall become ineffective on the date stated in such written statement.

18. Each covenant and restriction set forth herein shall be for the benefit of all lot owners as well as for the benefit of the City. Each lot owner, the Greenview Gardens Homeowner and/or the City shall have the right to enforce these covenants and restrictions. If the parties hereto, or any of them or their heirs, successors or assigns shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for any other person or person owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against such parties, their heirs or assigns to enforce such covenants or restrictions and either to prevent such person or persons from so doing, or to recover damages for such violation, or both.

19. Each lot owner or owner of any parcel of the subject property shall be a member of and be subject to and bound by all of the By-Laws, Rules and Regulations established by the Greenview Gardens Homeowners.

20. Additional covenants, conditions, reservations and restrictions may be imposed upon the land which is legally described in Exhibit A hereto, which are to be construed as restrictive covenants running with the title to such land and with each and every parcel thereof at any time prior to the conveyances of the first of any such lots to be conveyed by the owner of record.

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ARTICLE X General Provisions

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

2. Amendments. This Declaration may be amended at any time by the affirmative vote of the holders of not less than 75% of the combined votes of all of the Class A members and the Class B member of the Association.

3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall in no way affect any other provisions which shall remain in full force and effect.

4. Declarant's Use of the Premises. Declarant hereby reserves the right for itself or the Developer to engage in the construction of residences and sale of lots which are or shall become the subject matter of this Declaration and shall be entitled to erect model residences, sales and production offices, including all appurtenant structures and lighting which, in the sole discretion of the Declarant, shall assist it in the conduct of its business.

5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

6. Notices. Any notice required or desired to be given under the provisions of this Declaration of any Member, Owner or any other person entitled to use the Association Property or any part thereof shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the last known address for each such, person, all as shown on the books and records of the Association at the time such notice is given.

7. Properties.

A. The real estate described in Exhibit A attached hereto, shall be referred to herein as the "Existing Property" and is hereby made subject to this Declaration.

B. Additional real estate may from time to time be made subject to this Declaration by the Developer of a declaration, supplementary to this Declaration, referring to this document and setting forth such complimentary additions or modifications contained therein which may be necessary to reflect the different character of said additional

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real estate provided, however, that said additional real estate shall be contiguous to properties already made subject to this Declaration.

IN WITNESS WHEREOF, GHC Development Corp. has caused this instrument to be executed by its proper officers thereunto duly authorized as of the 14th day of February, 1991.

GHC DEVELOPMENT CORP.

ATTEST

Secretary

By:

Mortgage Lender's Consent

NBD Evanston Bank, N.A., a national banking association, hereby approves and consents to the foregoing Declaration of Covenants, Conditions, Easements and Restrictions.

NBD EVANSTON BANK, N.A.,
a national banking association

By:

Attest:

Title: General Banking Officer

Title: General Banking Officer

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COOK COUNTY

1991 FEB 20 AM 11:08

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Maria M. Goffe, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph A. Delle and Michael J. Delle of GHC Development Corp., personally known to me to be the same person whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, of GHC Development Corp. appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of February, 1991.

Kathleen M. Boyle
Notary Public
OFFICIAL SEAL
KATHLEEN M. BOYLE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAR. 28, 1995

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Rosario D. Baradino-GC, a Notary Public in and for the County and State aforesaid, do hereby certify that Lisa V. Callaghan and Joseph Kehli, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the Assistant Vice President and Commercial Banking Officer, respectively, of NBD Evanston Bank, N.A., a national banking association, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of February, 1991.

Rosario D. Baradino-GC
Notary Public
"OFFICIAL SEAL"
Rosario D. Baradino-GC
Notary Public of Illinois
My Commission Expires 12-1-92

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Exhibit A

LOTS 1, 2, 3, AND 4 IN THE SUBDIVISION OF LOTS 32, 33, 34, 35 AND 36 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173 FEET OF THE EAST 483 FEET THEREOF) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTH WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Exhibit B
Association Property

THAT PART OF LOTS 1, 2, 3, AND 4 IN THE SUBDIVISION OF LOTS 32, 33, 34, 35, AND 36 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173.00 FEET OF THE EAST 483.00 FEET THEREOF) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY DIVISION OF THE SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1; THENCE EAST ALONG THE NORTH LINE OF LOT 1 A DISTANCE OF 25.16 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 45.09 FEET TO A POINT 6.06 FEET NORTH OF THE SOUTH LINE AND 25.03 FEET EAST OF THE WEST LINE OF LOT 2; THENCE EAST PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 82.07 FEET TO A POINT; THENCE NORTH A DISTANCE OF 45.09 FEET TO A POINT ON THE NORTH LINE OF LOT 1; THENCE EAST ALONG THE NORTH LINE OF LOT 1 A DISTANCE OF 7.80 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH ALONG THE EAST LINE OF LOTS 1, 2, 3, AND 4 A DISTANCE OF 101.15 FEET TO THE SOUTHEAST CORNER OF LOT 4; THENCE WEST ALONG THE SOUTH LINE OF LOT 4 A DISTANCE OF 8.01 FEET TO A POINT; THENCE NORTH A DISTANCE OF 45.06 FEET TO THE POINT 4.94 FEET SOUTH OF THE NORTH LINE AND 7.94 FEET WEST OF THE EAST LINE OF LOT 3; THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 3 A DISTANCE OF 82.10 FEET TO A POINT 4.94 FEET SOUTH OF THE NORTH LINE AND 24.96 FEET EAST OF THE WEST LINE OF LOT 3; THEN SOUTH A DISTANCE OF 45.06 FEET TO A POINT ON THE SOUTH LINE OF LOT 4, 25.03 FEET EAST OF THE SOUTHWEST CORNER OF LOT 4; THENCE WEST ALONG THE SOUTH LINE OF LOT 4 A DISTANCE OF 25.03 FEET TO THE SOUTHWEST CORNER OF LOT 4; THENCE NORTH ALONG THE WEST LINE OF LOTS 1, 2, 3 AND 4, A DISTANCE OF 101.15 FEET TO THE POINT OF BEGINNING, ALSO 10.00 FEET OF PRIVATE ALLEY LYING WEST OF LOTS 1, 2, 3, AND 4 AND ADJOINING SAID LOTS 1, 2, 3, AND 4, ALL IN COOK COUNTY, ILLINOIS.

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Exhibit C Description of Lots

PARCEL A:

THAT PART OF LOTS 3 AND 4 IN THE SUBDIVISION OF LOTS 32, 33, 34, 35 AND 36 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173.00 FEET OF THE EAST 483.00 FEET THEREOF) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY DIVISION OF THE SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 4.94 FEET SOUTH OF THE NORTH LINE AND 7.94 FEET WEST OF THE EAST LINE OF LOT 3; THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 3 A DISTANCE OF 18.71 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 45.06 FEET TO THE POINT ON THE SOUTH LINE OF LOT 4; THENCE EAST ALONG THE SOUTH LINE OF LOT 4, A DISTANCE OF 18.62 FEET TO A POINT; THENCE NORTH A DISTANCE OF 45.06 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF LOTS 3 AND 4 IN THE SUBDIVISION OF LOTS 32, 33, 34, 35 AND 36 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173.00 FEET OF THE EAST 483.00 FEET THEREOF) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY DIVISION OF THE SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 4.94 FEET SOUTH OF THE NORTH LINE AND 26.65 FEET WEST OF THE EAST LINE OF LOT 3; THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 3, A DISTANCE OF 15.78 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 45.06 FEET TO THE POINT ON THE SOUTH LINE OF LOT 4, 42.39 FEET WEST OF THE SOUTHEAST CORNER OF LOT 4; THENCE EAST ALONG THE SOUTH LINE OF LOT 4, A DISTANCE 15.76 FEET TO A POINT; THENCE NORTH A DISTANCE OF 45.06 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL C:

THAT PART OF LOTS 3 AND 4 IN THE SUBDIVISION OF LOTS 32, 33, 34, 35, AND 36 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173.00 FEET OF THE EAST 483.00 FEET THEREOF) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY DIVISION OF THE SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 4.94 FEET SOUTH OF THE NORTH LINE AND 42.43 FEET WEST OF THE EAST LINE OF LOT 3; THENCE WEST

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PARALLEL WITH THE NORTH LINE OF LOT 3, A DISTANCE OF 15.77 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 45.06 FEET TO THE POINT ON THE SOUTH LINE OF LOT 4, 58.16 FEET WEST OF THE SOUTHEAST CORNER OF LOT 4; THENCE EAST ALONG THE SOUTH LINE OF LOT 4 A DISTANCE OF 15.77 FEET TO A POINT; THENCE NORTH A DISTANCE OF 45.06 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL D:

THAT PART OF LOTS 3 AND 4 IN THE SUBDIVISION OF LOTS 32, 33, 34, 35, AND 36 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173.00 FEET OF THE EAST 483.00 FEET THEREOF) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY DIVISION OF THE SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 4.94 FEET SOUTH OF THE NORTH LINE AND 58.20 FEET WEST OF THE EAST LINE OF LOT 3; THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 3 A DISTANCE OF 15.73 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 45.06 FEET TO THE POINT ON THE SOUTH LINE OF LOT 4, 73.87 FEET WEST OF THE SOUTHEAST CORNER OF LOT 4; THENCE EAST ALONG THE SOUTH LINE OF LOT 4 A DISTANCE OF 15.71 FEET TO A POINT; THENCE NORTH A DISTANCE OF 45.06 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL E:

THAT PART OF LOTS 3 AND 4 IN THE SUBDIVISION OF LOTS 32, 33, 34, 35, AND 36 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173.00 FEET OF THE EAST 483.00 FEET THEREOF) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY DIVISION OF THE SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 4.94 FEET SOUTH OF THE NORTH LINE AND 73.93 FEET WEST OF THE EAST LINE OF LOT 3; THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 3 A DISTANCE OF 16.11 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 45.06 FEET TO THE POINT ON THE SOUTH LINE OF LOT 4, 89.97 FEET WEST OF THE SOUTHEAST CORNER OF LOT 4; THENCE EAST ALONG THE SOUTH LINE OF LOT 4 A DISTANCE OF 16.10 FEET TO A POINT; THENCE NORTH A DISTANCE OF 45.06 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL F:

THAT PART OF LOTS 1 AND 2 IN THE SUBDIVISION OF LOTS 32, 33, 34, 35, AND 36 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173.00 FEET OF THE EAST

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483.00 FEET THEREOF) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY DIVISION OF THE SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 6.06 FEET SOUTH OF THE NORTH LINE AND 7.90 FEET WEST OF THE EAST LINE OF LOT 2; THENCE WEST PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 18.76 FEET TO A POINT; THENCE NORTH A DISTANCE OF 45.09 FEET TO A POINT ON THE NORTH LINE OF LOT 1; THENCE EAST ALONG THE NORTH LINE OF LOT 1 A DISTANCE OF 18.73 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 45.09 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL G:

THAT PART OF LOTS 1 AND 2 IN THE SUBDIVISION OF LOTS 32, 33, 34, 35, AND 36 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173.00 FEET OF THE EAST 483.00 FEET THEREOF) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY DIVISION OF THE SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 6.06 FEET NORTH OF THE SOUTH LINE AND 26.66 FEET WEST OF THE EAST LINE OF LOT 2; THENCE WEST PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 15.79 FEET TO A POINT; THENCE NORTH A DISTANCE OF 45.09 FEET TO A POINT AT THE NORTH LINE OF LOT 1, 42.29 FEET WEST OF THE NORTHEAST CORNER OF LOT 1; THENCE EAST ALONG THE NORTH LINE OF LOT 1 A DISTANCE OF 15.76 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 45.09 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL H:

THAT PART OF LOTS 1 AND 2 IN THE SUBDIVISION OF LOTS 32, 33, 34, 35, AND 36 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173.00 FEET OF THE EAST 483.00 FEET THEREOF) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY DIVISION OF THE SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 6.06 FEET NORTH OF THE SOUTH LINE AND 42.45 FEET WEST OF THE EAST LINE OF LOT 2; THENCE WEST PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 15.76 FEET TO A POINT; THENCE NORTH A DISTANCE OF 45.09 FEET TO A POINT AT THE NORTH LINE OF LOT 1, 58.05 FEET WEST OF THE NORTHEAST CORNER OF LOT 1; THENCE EAST ALONG THE NORTH LINE OF LOT 1 A DISTANCE OF 15.76 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 45.09 FEET TO A POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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PARCEL I:

THAT PART OF LOTS 1 AND 2 IN THE SUBDIVISION OF LOTS 32, 33, 34, 35, AND 36 IN THE SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173.00 FEET OF THE EAST 483.00 FEET THEREOF) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY DIVISION OF THE SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 6.06 FEET NORTH OF THE SOUTH LINE AND 58.21 FEET WEST OF THE EAST LINE OF LOT 2; THENCE WEST PARALLEL WITH THE SOUTH LINE OF LOT 2 A DISTANCE OF 15.73 FEET TO A POINT; THENCE NORTH A DISTANCE OF 45.09 FEET TO A POINT AT THE NORTH LINE OF LOT 1, 73.80 FEET WEST OF THE NORTHEAST CORNER OF LOT 1; THENCE EAST ALONG THE NORTH LINE OF LOT 1 A DISTANCE OF 15.75 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 45.09 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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