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COOK COUNTY RECORDER

DEVELOPMENT OF TOWNHOUSE ASSOCIATION AND  
DECLARATION OF CONDITIONS, COVENANTS  
EASEMENTS AND RESTRICTIONS

This Declaration is made and entered into this 11th day of June, 1997, by Lakeside Bank, not personally, but solely as Trustee under the provisions of a Trust Agreement dated July 26, 1993, and known as Trust No. 10-1591 (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner and legal titleholder of certain real estate in the City of Chicago, County of Cook and State of Illinois which real estate is legally described as follows:

LOT 9 IN RICHLAND GARDENS III, A SUBDIVISION IN THE SOUTH FRACTIONAL SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-29-417-011

Commonly known as 1176 West 27th Street, Chicago, Illinois

(said real estate is herein called the "Total Parcel"); and

WHEREAS, the Beneficiary of the Declarant has constructed a three unit townhouse structure (herein individually as the "Townhouse Structure or Dwelling Parcel") and three parking spaces, one of which (the "Parking Space") is to belong to and be related to a Townhouse Structure, all of which Townhouse Structure and the parking spaces are constructed on the Total Parcel and are legally described as follows and collectively include the Total Parcel; to wit:

Please see attached Legal.

said real estate is hereinafter sometimes described collectively as the Individual Parcels; and

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WHEREAS, the Townhouse Structure is constructed with party walls straddling the boundaries between the Townhouse Structure; and

WHEREAS, the Beneficiary of the Declarant has deemed it desirable for the efficient preservation of the value and amenities of the Total Parcel and the Individual Parcels and the improvements thereon (i.e. the Townhouse Structure and the parking spaces) for all future owners, tenants, occupants, purchasers and mortgagees of the Individual Parcels to establish certain easements and rights in, over, under, upon and along the Total Parcel and the Individual Parcels and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

WHEREAS, the Declarant and the Beneficiaries of the Declarant, intend to sell and will sell, convey and mortgage some or all of the Individual Parcels, and desire and intend that the several purchasers, owners, mortgagees thereof, and all persons acquiring any interest therein shall at all times enjoy the benefits of and shall hold their individual parcels subject to the rights, easements, burdens, uses and privileges hereinafter set forth.

NOW THEREFORE, the said Declarant and the Beneficiaries of the Declarant, do hereby declare that the following rights, easements, covenants, burdens, uses and privileges shall and do exist at all times hereafter among the several owners, purchasers or mortgagees (herein sometimes referred to as the "Owner" or "each Owner") of the Individual Parcels in this Instrument described in the manner and to the extent herein set forth, and that the declarations contained herein shall be binding upon and inure to the benefit of the Total Parcel and the Individual Parcels described herein:

## ARTICLE I ASSOCIATION

1. The Trustee (or Beneficiary) after execution and recordation hereof, or the Purchasers upon the sale of all Dwelling Parcels, may cause a non-profit corporation to be incorporated under the laws of the State of Illinois, or a non-profit unincorporated association to be formed, to be called the "876 West 27th Street Townhouse Association", or a name similar thereto, and upon the formation of such non-profit corporation or association (hereinafter sometimes referred to as the "Association") every owner of a Dwelling Parcel or beneficiary under a title-holding land trusts, shall become a member therein. Each such Owner, including the beneficiary of any such title-holding land trust, shall be entitled to one vote on each matter submitted to a vote of the members for each Dwelling Parcels owned by him or it, except that where title or beneficial interest to a Dwelling Parcel is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

2. The sole purpose of the Association is to be responsible to the City of Chicago for the payment of water and sewer charges assessed against the Total Parcel (one common city water meter for all Dwelling

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Parcels) and responsible for the maintenance and repair of the water and sewer system from the part of connection to the Townhouse Structure to the respective connections with the City of Chicago water and sewer system. Nothing herein shall be interpreted as to diminish, vary, alter or affect the responsibilities and obligations of each Owner to pay his or her portion of the water and sewer charges and maintenance and repair cost of the water and sewer system as set forth hereinafter.

3. The direction of the Association shall be vested in Board of Directors (hereinafter sometimes referred to as the "Board of Directors") consisting of three (3) members, each of whom shall be an Owner, to be elected by majority vote of the Owners, with cumulative voting permitted. The Board of Directors, upon majority vote, may elect such officers from among the Owners as they shall deem necessary and appropriate for the conduct of the affairs of the Association.

4. At the direction of the Board of Directors, all Dwelling Parcels may be subject to a monthly water and sewer charges to be reasonably and fairly determined by the Board of Directors. The aforesaid charges or assessments shall be paid by the respective Owners when billed by the Board of Directors and if an Owner is in default in making any such payment for then (10) days, the Association or any Owner may bring proceedings at law or in equity against such Owner to collect same by suit, there shall be added to the amount due the costs of such suit together with interest and reasonable attorneys' fees, to be fixed by court order.

## ARTICLE II MAINTENANCE, ALTERATIONS AND ADDITIONS

1. Each Owner shall carry out or cause to be performed all maintenance and repairs to the exterior of the Townhouse Structure owned by the Owner including, without limitation, all walls (including the foundations thereof) and front steps. Each Owner shall also perform such maintenance, improvement and repair of any fencing installed on the Owners Individual Parcel. Each Owner shall, in addition, carry out or cause to be performed all such maintenance and repair of all gas, telephone and electrical lines incorporated in and forming a part of the Owner's Townhouse Structure. In addition, each Owner shall have the obligation to maintain in good condition and repair the glass surfaces, windows, front entry, electrical fixtures, respective internal private water meter, and lawn located on the Owner's Individual Parcel. The Owner of each Individual Parcel shall at all times be responsible for the repair, maintenance or reconstruction of the private portion of the sewer and water systems upon or leading from his Individual Parcel to the point of connection of same with the common sewer and water systems; provided, however, that where a private portion of the sewer or water systems serves two (2) or more Individual Parcels in common, then cost of repair, maintenance or reconstruction of such common portion shall be borne equally by the Owners of the two (2) or more Individual Parcels served thereby. The Owners of all Individual Parcels shall at all times

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be jointly responsible for the repair, maintenance and reconstruction of the common sanitary and storm sewers serving all Townhouse Structure from the point of connection of same in each respective Townhouse Structure to the respective connection with the city of Chicago sanitary and storm sewer systems, and for the repair, maintenance and reconstruction of the common water main serving all Townhouse Structure from the point of connection of same in each respective Townhouse Structure to the connection at the water shutoff valve located on City property. Each Owner shall be responsible for the payment to the Association of his or her portion of the water and sewer charges assessed against the Total Parcel.

2. Each Owner shall be responsible for one-third (1/3) of the cost to perform all repairs and replacement of the roof, gutters, downspouts, parking spaces and walkway areas made necessary and desirable as a result of natural or ordinary wear and deterioration and fire or other casualty. The Owners shall not erect partitions or walls to separate the Owner's Parking Space from the other Owners' Parking Space. A non-exclusive easement for pedestrian ingress and egress is hereby created over each Parking Space for the benefit of the owners and occupants of all the other Parking Spaces and the Townhouse Structure related thereto.

## ARTICLE III INSURANCE

Each Owner shall procure and maintain in full force at all time insurance covering the Owner's Townhouse Structure and the Owner's Parking Space consisting of, or providing all the protections afforded by, the insurance generally described as fire, extend coverage, additional extended coverage, vandalism and malicious mischief, to one hundred percent (100%) of the full insurance value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation, less a deductible amount of no more than five hundred (\$500.00) dollars. A certificate of insurance evidencing such coverage shall be furnished to any Owner of an Individual Parcel within 10 days after request by such Owner. In the event the Townhouse Structure or any portion thereof shall be damaged or destroyed by fire or other casualty, the owner shall cause it to be repaired, restored, or rebuilt, as the case may be, as rapidly as possible to at least as good a condition as existed immediately prior to such damage or destruction and in the same architectural style and design as originally constructed by the beneficiaries of the Declarant 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. In the event of such damage or destruction of a Townhouse Structure, the Owner and the holder of the mortgage encumbering the Townhouse Structure shall allow the proceeds of any insurance required hereby to be utilized in restoring the Townhouse Structure pursuant to the terms of this Agreement.

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## ARTICLE IV PARTY WALLS

All dividing walls that straddle the boundary line between the Townhouse Structure that stand partly upon one Individual Parcel and partly upon another, and all walls that serve two or more Townhouse Structure, shall at all times be considered party walls. Each Owner of Individual Parcel 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 Townhouse Structure 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, if any, originally located therein or thereon subject to the restrictions hereinafter contained. 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 Individual Parcel upon which such party wall may rest shall have the obligation to repair or rebuild such wall and the Owner of such Individual Parcel upon which such wall shall rest, be served or benefited thereby 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 and in a workmanlike manner with materials comparable to those used in the original wall. All such repair and rebuilding shall conform in all respects to the applicable laws or ordinances. 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.

## ARTICLE V EASEMENTS

1. Each of the Individual Parcels are hereby burdened with easements for the installation, use, maintenance, repair and replacement of mailboxes and public utilities including sewer, cable, gas, electricity, telephone and water lines for the use of the Townhouse Structure and parking spaces. Said easements are hereby created over, under and across the areas where such mailboxes and public utilities are presently located or to be located by the Beneficiary of the Declarant. Said easements shall be used in common by the present and future owners, occupants and mortgagees of, and all persons now or hereafter acquiring any interest in the Individual Parcels. Any and all other facilities of any kind presently existing or hereafter installed, designed for the common use of any two or more Townhouse Structure, shall be perpetually used in common by such dwelling parcel owners or occupants.

2. Easements for ingress and egress, for the mutual and reciprocal use and benefit of all Individual Parcels herein designated and described, are hereby created over, under, upon and across that area between the west lot line and the wall of each Individual Parcel and east lot line and the wall of each Individual Parcel extending from the front to the rear of the Total Parcel. Said easements shall be used in

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common by the present and future owners, lawful occupants, guests and mortgagees of, and all persons now or hereafter acquiring any interest in, the respective Dwelling Parcels hereinbefore described.

3. All easements described in this document are easements appurtenant, running with the land. They shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs.

4. The Owner of each Dwelling Parcel shall be responsible for the removal of snow, other debris or matter from that portion of the Individual Parcel which affects the ingress and egress to the other Individual Parcels.

## ARTICLE VI USE AND OCCUPANCY

1. Each Townhouse Structure shall be used for residential and no other purpose. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, and whether designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any Townhouse Structure. An Owner or other lawful occupant may, however, use a portion of his Townhouse Structure for an office or studio, provided that the activities, therein shall not interfere with the quiet enjoyment or comfort by any other Owner or lawful occupant, and specially will not result in the employment of parties working on such premises nor the frequent use of such premises by customers, students or clients of such Owner or lawful occupant; and provided, further, that in no event shall any portion of any Dwelling or Dwelling Parcel be used as a restaurant, boarding house, or school, as music, dance or voice studio or as a judo, karate, physical training or exercise hall.

2. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or upon any Individual Parcel, except that dogs, cats or other common household pets may be kept in Townhouse Structure, provided, however, that such pets are not kept, bred or maintained for any commercial purpose. Care shall be taken that pets do not violate the rights of other Owners or lawful occupants of Individual Parcels to the safe, quiet and peaceful enjoyment of their respective premises, nor be allowed to use any easement granted herein for purpose other than those stated herein.

3. No unlawful or immoral practice, no noxious or offensive activity, nor any act nor any practice that will injure the reputation of the Townhouse Structure or which will unreasonably disturb the Owners or lawful occupants of adjoining Townhouse Structure shall be permitted or committed, either willfully or negligently, upon any Individual Parcel.

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4. No Owner or occupant shall keep or permit to be kept in or on any Individual Parcel any inflammable fluids, (except fuel in the tanks of parked vehicles) or explosives, nor do any act or keep any substance in or upon the Individual Parcel which will increase the rate of fire insurance on any Townhouse Structure; or contents thereof, applicable for residential use, nor that will result in the cancellation of fire insurance on any Townhouse Structure or other contents thereof.

5. No Owner shall cause or permit any clothes, laundry, sheets, blankets or other article or object to be hung or displayed on the outside of windows or placed on the outside walls of any Townhouse Structure, and no sign, awning, canopy or shutter, nor any mast, antenna or other structure for transmitting or receiving messages or programs by radio or television shall be erected, permitted, or maintained upon any Individual Parcel, without the prior approval of all Owners, and at all times in compliance with any and all applicable statutes, codes and ordinance.

6. The Owners and lawful occupants shall keep their respective Individual Parcel free and clear of rubbish, debris and other unsightly, injurious or unhealthy materials. All garbage containers shall be kept in each respective parking space in manner in accordance with this paragraph.

7. All outside painting and decorating of the Townhouse structure on the Individual parcels shall conform in color and quality to the outside painting and decorating of all other Townhouse Structure on the Individual Parcels. There shall be no change in any exterior color of any structure from the color scheme as it exists on the date of this Declaration without the prior approval of all the other Owners of the Individual Parcels.

8. Each Owner of an Individual Parcel shall maintain the Walkway Areas and Landscaped Areas in a manner which will enhance and protect the value, desirability, appearance and aesthetic of the Total Parcel, which maintenance shall include, but not be limited to: (a) the mowing of lawns; (b) the cultivating of lawns and landscaped areas; (c) trimming and feeding of evergreens and shrubs; (d) reseeding; (e) fertilizing and weed control programs; (f) spraying, feeding and trimming of trees; (g) replacement of lawns, shrubbery, trees, evergreens and plantings as required from time to time; and (h) snow and ice removal from walkway areas.

9. No owner of the Individual Parcel shall make any architectural changes or additions to any of the Townhouse Structure erected upon the Individual Parcels herein described and designated, or identical structures erected in replacement thereof, and no exterior structures, entrances, roofs, barricades, fences or additions, or

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additional buildings, of any kind, shall be built upon any portion of Individual Parcel, without the prior unanimous approval of the Owners of all other Individual parcels.

## ARTICLE VII GENERAL PROVISIONS

1. The Declarant for each Individual Parcel owned within the Total Parcel, hereby covenants, and each Owner of an Individual Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to perform all of the covenants and agreements herein provided and to pay the aliquot share of any expenses that may be assessed against the Owner of the Individual Parcel as herein provided.

2. Upon the failure of any Owner (the "Defaulting Owner") to procure and maintain the insurance required in Article 3 above, any other Owner or Owners shall have the authority to procure such insurance and the defaulting Owner shall be obligated to reimburse the Owner or Owners procuring such insurance for the cost thereof.

3. If the Defaulting Owner fails to pay his aliquot share of any expense, any Owner may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Individual Parcel and interest costs at 10% and reasonable attorney's fees of any such action will be added to the amount of such assessment. Each Owner, by his acceptance of a deed to an Individual Parcel, hereby expressly vests in the other Owners, or their agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Owner in a like manner as a mortgage or deed of trust lien on real property, except that the court shall restrain the Defaulting Owner from reacquiring his interest at such judicial sale. The lien of the charge provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed on the Individual Parcel, provided, however, that such recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such Individual Parcel that became due and payable subsequent to the date the holder of said mortgage takes possession of the Individual Parcel, accepts a conveyance of any interest in the Individual Parcel or has a receiver appointed in a suit to foreclose his lien.

4. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any Owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorney's fees incurred by the Owner or Owners in prosecuting such action. The amount of such attorney's fees together

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with court costs, if unpaid, shall constitute an additional lien against the Defaulting Owner's Individual Parcel, enforceable as other liens herein established subject, however, to the lien of any mortgage. Failure 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.

5. All costs or maintenance charges not specifically allocated by this Declaration or by the Association pursuant hereto, shall be the joint and several responsibility of the Owner and occupants of the Dwelling or Parking Parcel or Parcels affected or benefited thereby.

6. The headings preceding each Article of this Declaration are for convenience only and shall not be deemed in any way to limit or affect the construction or application of this Declaration or any part hereof.

IN WITNESS WHEREOF, Declarant has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Trust Office this 13th day of June, 1997.

Lakeside Bank as Trustee under Trust  
Dated July 26, 1993 known as Trust  
Number 10-1591 AND NOT PERSONALLY

SEE RIDER ATTACHED HERETO  
AND MADE A PART HEREOF.

BY: [Signature]  
Trust Officer

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenants, undertaking or agreement of the Trustee in this instrument.

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, DO HEREBY CERTIFY that Vincent Torre personally known to me to be the same person whose name subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that He signed, sealed and delivered the said instrument as His free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 13th day of June, 1997.

Mary C. Adler



This Document is prepared by: Wallace K. Moy  
Return Document to: 53 W. Jackson Blvd. #1564  
Chicago, Illinois 60604

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LEGAL

## DWELLING PARCEL A

THE SOUTH 46.70 FEET OF LOT 9 IN RICHLAND GARDENS III, A SUBDIVISION IN THE SOUTH FRACTIONAL SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARKING PARCEL A

THE WEST 8.33 FEET OF THE NORTH 20.0 FEET OF LOT 9 IN RICHLAND GARDENS III, A SUBDIVISION IN THE SOUTH FRACTIONAL SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 876A West 27th Street, Chicago, Illinois

## 2) DWELLING PARCEL B

THE NORTH 29.66 FEET OF THE SOUTH 76.36 FEET OF LOT 9 IN RICHLAND GARDENS III, A SUBDIVISION IN THE SOUTH FRACTIONAL SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARKING PARCEL B

THE EAST 8.33 FEET OF THE WEST 16.66 FEET OF THE NORTH 20.0 FEET OF LOT 9 IN RICHLAND GARDENS III, A SUBDIVISION IN THE SOUTH FRACTIONAL SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 876B West 27th Street, Chicago, Illinois

## 3) DWELLING PARCEL C

LOT 9 (EXCEPTING THEREFROM THE SOUTH 76.36 FEET, ALSO EXCEPTING THE NORTH 20.0 FEET THEREOF) IN RICHLAND GARDENS III, A SUBDIVISION IN THE SOUTH FRACTIONAL SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARKING PARCEL C

THE NORTH 20.0 FEET (EXCEPTING THEREFROM THE WEST 16.66 FEET THEREOF) OF LOT 9 IN RICHLAND GARDENS III, A SUBDIVISION IN THE SOUTH FRACTIONAL SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## GENERAL RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Lakeside Bank, Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Lakeside Bank, Trustee, or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Lakeside Bank, Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Lakeside Bank, either individually or in its capacity as Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Lakeside Bank, Trustee, in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.

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