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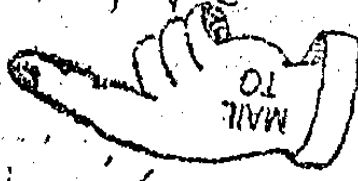
AMENDED AND RESTATED  
 DECLARATION OF COVENANTS,  
 EASEMENTS AND RESTRICTIONS  
 FOR  
 CLUSTERS ON VINE HOME OWNERS  
 ASSOCIATION, INC.

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~~Russell H. Winick  
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EXHIBIT

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DECLARATION OF COVENANTS, CONDITIONS  
EASEMENTS AND RESTRICTIONS  
FOR  
CLUSTERS ON VINE HOME OWNERS ASSOCIATION, INC.

This Amended and Restated Declaration is made by the Clusters on Vine Home Owners Association, Inc. (the "Association"), located in Cook County, Illinois, and described as follows:

SEE ATTACHED LEGAL DESCRIPTION RIDER

with the approval of Members representing at least two-thirds (2/3) of the total membership of the Association.

## ARTICLE I

### DEFINITIONS

The following words, when used in this Declaration or in any Supplementary Declaration shall, unless the context shall prohibit, have the following meanings:

1.01 **Association.** Clusters on Vine Home Owners Association, Inc. an Illinois not-for-profit corporation, its successors and assigns

1.02 **Board.** Entity which governs and controls the administration and operation of the Property.

1.03 **The Real Estate.** The Real Estate described on Page 1 of Exhibit "A" attached hereto and additions hereto, as are subject to this Declaration.

1.04 **Common Area(s).** That area of land as shown on Pages 2 and 3 of the plat attached hereto as Exhibit "A" and made part hereof, including parking lots and courtyards, and intended to be devoted to the common use and enjoyment of the Owners of the Real Estate.

1.05 **Limited Common Areas.** Limited Common Areas designated as such or as "LCA" on Pages 2 and 3 of Exhibit "A" are those areas reserved for private and

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exclusive use as yards by the Owners of the lot abutting each such area, as bounded by fences to be erected enclosing the same and any replacements thereof.

1.06 Lot. The 30 parcels of land, designated "Parcels" on Pages 2 and 3 and legally described on Pages 4 and 5 of Exhibit "A".

1.07 Common Interest Community. The Association is hereby designated a Common Interest Community as defined in Illinois Revised Statutes, Chapter 110, Section 9-102 et. seq., as from time to time amended.

1.08 Majority or Majority of the Owners and/or Members. The Owners and/or Members of more than fifty percent (50%) of the Lots and/or membership.

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

1.10 Member. All of those Owners who are members of the Association as provided in Article II, Section 2.01 hereof.

1.11 Person. A natural individual, corporation, partnership, trustee or other legal entity capable of holding legal title to real property.

1.12 Property. Certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

## ARTICLE II

### MEMBERSHIP AND BOARD OF DIRECTORS

2.01 Membership. Every owner of a Lot shall be eligible to be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot together with the Owner of such Lot being current; i.e., not delinquent as outlined in its By-laws Article 5.01; of any charge, fine, penalty or assessment and/or whose membership has not been terminated or suspended as outlined in the By-Laws Article 1.04 shall be its qualification for membership. Notwithstanding anything to the contrary contained in this Declaration, only members are eligible to attend Association meetings and/or vote on any matters put to the Association membership regarding this Declaration.

2.02 Voting Rights. The Association shall have one class of membership. If more than one person is the record owner of any Lot, or if an Owner is a trustee,

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corporation, partnership or other legal entity, the vote for such Lot, provided such owner is a member as outlined above in 2.01, shall be exercised as such Owner or Owners of that Lot shall designate. Such designation shall be made in writing to the Board or in such other manner as may be provided in the By-Laws of the Association (the "By-Laws"). The voting rights of the record Owner of a Lot may be terminated or suspended by the Board of Directors for reasons outlined in the By-Laws, i.e., default on assessment payment, violation of rules and regulations, etc.

2.03 **Board of Directors.** The Association shall be governed by a Board of Directors (the "Board") comprised of five (5) persons, or such lesser or greater number as may be provided in the By-Laws, elected by the members as provided herein and in the By-Laws. Directors shall be members of the Association. The Board shall maintain and administer the Common Area and certain portions of the Lots and improvements thereon in accordance with the terms and provisions of this Declaration and the By-Laws.

2.04 **Director and Officer Liability.** Neither the directors nor the officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the directors and officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised unless, in the opinion of independent counsel selected by or in a manner determined by the Board there is no reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director or officer.

2.05 **Board's Determination Binding.** In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of this Declaration or the By-Laws, the determination thereof by the Board shall be final and binding on each of the Unit Owners.



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ARTICLE III

EASEMENTS AND PROPERTY RIGHTS

3.01 Easements of Use and Enjoyment. An easement is hereby declared and created over and upon the Common Area for the benefit of the entire Property, and every Owner shall have a right and easement of use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon and to the Common Area, and such right and easement shall be appurtenant to and shall pass with 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 in governing the use, operation and maintenance of the Common Area.

(b) The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Area and facilities located thereon and in aid thereof to mortgage the Common Area and facilities located thereon and in aid thereof to mortgage the Common Area, provided that the rights of any such mortgagee in and to the Common Area shall, in the event of default, be limited to a right, after taking possession of such properties, to charge admission and other fees for the use and enjoyment by the Owners until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Owners hereunder shall be fully restored. Notwithstanding the foregoing, no mortgage shall be placed upon the Common Area unless such mortgage is approved by the Board and by a two-thirds (2/3) majority of the total members, voting at a general or special meeting duly called and held in accordance with the By-Laws.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area or any utility system thereon to any public agency, authority or utility or to the City of Chicago for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of the members and the Board of Directors, has been recorded.

(d) The right of the Association, in accordance with its By-Laws, to charge reasonable admission and other fees for the use of the Common Area.

(e) The right of the Association, in accordance with its By-Laws, to suspend the membership of an Owner and/or Member for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its covenants, By-Laws or published rules and regulations.

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(f) The right of any individual members to the exclusive use of parking spaces as hereinafter described. The Association shall maintain upon the Common Area Parking lots at least one parking space for each Townhouse Lot. Subject to reasonable rules and conditions, the Association shall designate at least one parking space conveniently located with respect to each lot for the exclusive use of the Owners residing in a dwelling unit constructed thereon, their families and guests. The use of such space by any other person may be enjoined by the Association or the Owners entitled thereto. The right of the exclusive use of parking space and to its maintenance and designation by the Association shall be appurtenant to and shall pass with title to each living unit. In lieu of parking spaces, garages may be constructed on current Common Area(s) provided the following conditions are met:

1. A minimum of 20 garages must be built initially. After the initial construction of the garages, no future construction of garages will be allowed without the approval of two-thirds (2/3) votes of the Members.
2. No Owner of a lot shall be required to construct a garage or incur any costs for the construction of the garages themselves. All owners are entitled to, at a minimum, a parking space as outlined above.
3. Approval of the architectural design and construction of the garages by a majority of those Owners building a garage.

3.02 Rights of Occupants. All persons who reside on a Lot shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Owner of that Lot. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on his property.

3.03 Utility Easements. Commonwealth Edison Company, and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, including housings for such equipment, into, over, under, on and through the Common Area for the purpose of providing utility services to the Property. Every Owner is also hereby granted an easement of ingress and egress over and upon the Common Area and any other Lot for any and all purposes arising out of the construction, installation, repair, maintenance, replacement and inspection of utilities servicing such Owner's Lot. The City of Chicago is also granted an easement of ingress and egress over and upon the Common Area and any other Lot for purposes of inspection and protection of the Property from fire damage. If for any reason it becomes the obligation or responsibility of the Owners of the parcels of said Real Estate to maintain, repair or replace any of such public utility facilities, or parts thereof, located in said easements, the cost thereof shall be borne by the Owners

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of all of the Lots on said Real Estate, one thirtieth of said cost to be borne by the Owner of each Lot.

3.04 Encroachments. In the event that (a) by reason of design, construction, location, settlement, shifting or movement, any dwelling, garage or other improvement as originally constructed on any Lot or upon the Common Area overhangs or otherwise encroaches or shall hereafter encroach upon any other Lot or upon the Common Area, or (b) by reason of such design, construction, location, repair, settlement, shifting or movement it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use or enjoyment of the Common Area by other Owners, or (c) by reason of the design or construction of utility, ventilation and exhaust systems, as originally constructed, any mains, pipes, ducts or conduits servicing any Lot or more than one Lot, encroach or shall hereafter encroach upon any part of any Lot or the Common Area, then, in any such case, valid easements for the maintenance of such encroachment and for such use of the Common Area, together with the right to enter upon such other Lot or Common Area to maintain, repair and replace such encroachment, are hereby established and shall exist for the benefit of such Lot or the Common Area, as the case may be, so long as such dwelling, garage, or other improvement shall remain standing, provided, however, that if any such dwelling, garage or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be re-established and the easements herein granted for the maintenance, repair and replacement thereof shall continue in force; provided further that in no event shall a valid easement for any encroachment or use of the Common Area be created in favor of any Owner if such encroachment or use was created by the intentional, willful or negligent conduct of any Owner or that of his agent.

3.05 Easements to Run with the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon any Owner, purchaser, mortgagee or other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees or trustees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

3.06 Easements for Yards in Limited Common Areas. An easement is hereby created over and upon the Limited Common Areas designated as such or as "LCA" on Pages 2 and 3 of Exhibit "A". By such easement, the portion of the Limited Common Area ("yard") abutting a Lot and townhouse shall, within the area bounded by fences erected and to be erected joining said lot and "yard," create an area for the exclusive use

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and enjoyment of the Owner of the townhouse which abuts a yard and one side of which completes the enclosure of such yard.

3.07 **Easements for Pedestrian and Vehicular Ingress and Egress and Parking.** Subject to the easements for yards on Limited Common Areas hereinabove, an easement is hereby created for the benefit of each Owner, over, upon and across the Common Area legally described on Pages 6 and 7 of Exhibit "A," for use by such Owners as pedestrians and in their operation of motor vehicles. The vehicular easements shall apply to driveways and parking areas as depicted on Pages 2 and 3 of Exhibit "A." Vehicular driveways, walks and parking areas shall be maintained, unblocked and unrestricted, except for approved security measures such as gates for walkways or parking areas, to common use by said Owners, and repaired or replaced at a cost to be borne by Owners of the 30 Lots, one thirtieth of said cost to each.

## ARTICLE IV

### EXTERIOR MAINTENANCE BY ASSOCIATION AND OWNERS

4.01 **Association's Obligations.** In addition to other rights, powers and duties of the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Common Area and Lots respectively, the cost and expense of which shall be paid for by the Association from assessment funds: maintenance, repair, replacement and management of the Common Area and all facilities, improvements and equipment thereon, and payment for all expenses and services in connection therewith, including without limiting the generality of the foregoing: snow removal and landscape maintenance, comprehensive liability, hazard and other insurance, payment of all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Common Area or other property owned by the Association, and such other services for the Common Area as the Board deems to be in the best interests of the Association and its members.

4.02 **Owner's Obligations.** Each Owner, at his sole cost and expense, shall maintain, repair and replace his Lot and the improvements thereon, keeping the same slightly and in good condition and repair, including, without limitation, shrubs and other landscaping, snow removal, window washing and repair, sidewalks, all painting, staining, refinishing, maintenance, repair, replacement and tuckpointing of the exterior surfaces of the dwellings, including, without limiting the generality of the foregoing, all roofs, outer walls, all screens, doors and glass surfaces. The Owners shall also repair and replace all exterior surfaces, structures, and sidewalks on their lots which are damaged by any causes including, without limitation, damage caused by acts of God or other hazards (whether or not covered by insurance) or by the negligence or wilful or wanton conduct of the Owner or any other person, provided that the Association shall be liable

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for any damage to a Lot or any Improvements thereon caused by the negligence or wilful, wanton or intentional acts of an employee, agent or independent contractor of the Association while acting for or on behalf of the Association.

In the event any Owner shall fail to do so, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternate remedies, shall have the right (but not the obligation), through its employees and agents or through independent contractors, upon reasonable notice or, in the case of an emergency, without notice, to enter upon any Lot and, if required, into any dwelling or garage, to repair and maintain the Lot and the Improvements situated thereon. Each Owner, by acceptance of a deed for his Lot, hereby covenants and agrees to pay the Association the cost of such repairs and maintenance, upon demand, and the Association shall have a lien upon said Lot enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided. The Association shall be responsible for and shall repair any damage caused by it in the exercise of its rights hereunder. Each Owner, at his sole cost and expense, shall obtain and maintain insurance to cover the full insurable value of any structures he owns. Upon request the Owner must supply to the Board evidence of such insurance. If the Owner does not provide the existence of such insurance within thirty (30) days, the Board may obtain such insurance and charge it as an assessment against the Owner.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

#### 5.01 Creation of the Lien and Personal Obligation for Assessments.

Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay the Association, for each Lot owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the Person who was the Owner of such Lot at the time when such assessment fell due.

5.02 Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Area and the Improvements thereon, for all taxes, insurance, utilities, professional and

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other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon, for certain maintenance, repair and replacement of portions of the Lots and the exterior surfaces of certain improvements thereon, as hereinabove provided in Paragraph 4.01, and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-Laws.

## 5.03 Assessment Procedure - Annual Assessments.

(a) Each year the Board shall prepare a budget for the Association for the ensuing twelve (12) months which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the Common Area and may also include a reserve for repairs and replacement of those portions of the improvements on the Lots for which the Association is responsible, and for such other contingencies as the Board may deem proper, and shall notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. Following the preparation of the budget, and on the first day of each and every month for the next twelve (12) months, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. Prior to the annual meeting of the Association, the Board shall supply to all Owners an itemized accounting, on an accrual or cash basis, of expenses for the preceding twelve (12) months together with a tabulation of the assessments and showing net excess or deficit, on an accrual or cash basis, of income over the sum of expenses plus reserves. Any such excess may, at the discretion of the Board, be retained by the Association or credited to the next monthly installment due under the current year's estimate, until exhausted and any such deficit may, at the discretion of the Board, be assessed against the Lots and added equally to the installments due under the current year's, estimated in each of the succeeding three (3) months after rendering of the accounting. Any such credit or assessment shall be allocated equally among all the Lots provided that any such credit or assessment with respect to an excess or deficit for a calendar year in which Units were added shall be allocated among the Lots that were subject to assessments during said calendar year in the proportion that the total assessment against each Lot during that year bears to the assessments against all Lots during that year.

(b) If said annual assessments prove inadequate for any reason, including non-payment of any Owner's assessment, the Board may, subject to the limitations on the use of capital reserves in Paragraph 5.05, charge the deficiency against existing reserves, or may levy a further assessment which shall be assessed equally against all Lots subject to assessment. The Board shall serve notice of such further

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members in person or by proxy having twenty percent (20%) of the votes entitled to be cast 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 the 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.

**5.07 Uniform Assessments.** Both annual and special assessments must be fixed at a uniform rate for all Lots.

**5.08 Collection of Assessments.** Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted by law. The Board may determine a late charge not to exceed Twenty-Five Dollars (\$25.00) per quarter for all delinquent assessments. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Board, court costs and attorneys' fees as above provided, shall be and become a lien or charge against the delinquent Owner's Lot when payable and may be foreclosed by any action brought in the name of the Association. To the extent permitted by statute, the Board may bring an action in Foreclosure and Detainer to collect any delinquent assessments.

This Declaration establishes a Common Interest Community and requires the Owners to pay regular or special assessments for the maintenance or repair of Common Areas owned by the community association and maintained for the use of the Owners or of any other expenses of the Association lawfully agreed upon. If an Owner fails or refuses to pay when due his or her proportionate share of such assessments or expenses and the Board has served the demand set forth in Section 9-104.1 of the Illinois Code of Civil Procedure in the manner provided for in that Section and the Owner has failed to pay the amount claimed within the time prescribed in the demand, the Association may obtain possession of the Lot.

**5.09 No Waiver of Liability.** No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Any claim by an Owner against the Association shall be by

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assessment on all Owners by a statement in writing showing the amount due and reasons therefor, and such further assessment shall become effective with the monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.

(c) The failure or delay of the Board to prepare or serve notice of the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate the Owner shall continue to pay his monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

**5.04** Special Assessments for Capital Additions. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing specified capital additions upon or to the Common Area and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-Laws, any such assessments which in one (1) year exceed \$2,000.00 shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by members at a general or special meeting duly called for that purpose or, in lieu of such member's meeting, by an instrument signed by the owners/members owning two-thirds (2/3) of the Lots. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the members, and shall be used only for the specific purpose for which such assessment was levied.

**5.05** Capital Reserves. To the extent the annual budget includes an amount specifically designated as a capital reserve, that proportion of each installment of the annual assessments paid to the Association as the amount so designated as a capital reserve bears to the total annual budget shall be segregated and maintained by the Association in a special capital reserve account to be used solely for making repairs and replacements to the Common Area, to those portions of the Lots and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder.

**5.06** Notice and Quorum. Written notice of any meeting called for the purpose of authorizing special assessments which require approval of the members shall be sent to all members not less than five (5) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of voting

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separate action and shall not be used as a defense or counterclaim to any action by the Association to collect assessments.

**5.10 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Lot by a bona fide lender. Each holder of a first mortgage on a Lot who obtains title or comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments or charges which become payable prior to such acquisition of title, possession, or the filing of a suit to foreclose the mortgage.

## ARTICLE VI

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Lots and Common Area shall be occupied and used as follows:

**6.01 Use of Property.** No part of the Property shall be used for other than housing, parking and related common purposes for which the Property was designed. Each dwelling shall be used as a residence for a single family and for no other purposes.

**6.02 Access.** There shall be no obstruction of the Common Area, nor shall ready access to an entrance to any Lot be obstructed or impeded in any manner.

**6.03 Storage.** No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area Improvements or contents thereof, or which would be in violation of any law, nor shall any waste be committed in the Common Area.

**6.04 Windows.** The covering of windows and other glass surfaces, by newspapers or other unusual items visible from the exterior of any dwelling, shall be subject to the rules and regulations of the Board.

**6.05 Pets.** No animals of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept subject to rules and regulations adopted by the Board, provided they are not kept, bred or maintained for any commercial purposes, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon ten (10) days' written notice from the Board.

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6.06 Nuisances. No noxious or offensive activity shall be conducted on any Lot or in the Common Area nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to other Owners or occupants.

6.07 Business. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any Lot.

6.08 Signs. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such locations and in such forms as shall be determined by the Board.

6.09 Fences. No fences or walls of any type shall be constructed or maintained upon the Property or upon any Lot except as may be required by any law, statute or ordinance or as may be approved in writing by the Board.

6.10 Alterations in Common Areas. Except as constructed or altered by or with the permission of the Developer, nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Board.

6.11 Use of Lot. The restrictions in Paragraphs 6.01 and 6.07 shall not, however, be construed in such a manner as to prohibit an Owner from: (a) maintaining his personal professional library therein; (b) keeping his personal business records or accounts therein or (c) handling his personal or professional telephone calls or correspondence therefrom. Such use are expressly declared customarily incident to the principal residential use and not in violation of said Paragraphs.

## ARTICLE VII

### ARCHITECTURAL CONTROL

7.01 General Review and Approval. No building, awning or other structure shall be commenced, erected or maintained upon the Property or upon any Lot, dwelling or other improvement thereon, nor shall any exterior addition to or change or alteration therein be made, or until written plans and specifications showing the nature, kind, shape, height, materials, color scheme and location of the same and the approximate cost thereof shall have been submitted to and approved in writing by the Board or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have

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been fully complied with. Upon approval by the Board of Directors, or compliance as specified above, a 2/3 affirmative vote of the total members is required for approval.

7.02 Repair and Reconstruction. In the event of damage to or destruction of any dwelling, garage or other improvement on any Lot, the Owner or Owners from time to time of any such improvement covenant and agree that they will, within a reasonable time after such destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of such structures in force at the time of such repair or reconstruction. The exterior of such structure, when rebuilt, shall be substantially the same as and of architectural design conformable with the exterior of such structure immediately prior to such damage or destruction. If an Owner fails to make the necessary repairs or reconstruction within a reasonable time after such damage or destruction occurs, the Board may cause the same to be done and the cost thereof shall be charged to such Owner as his personal obligation and shall be a lien on his Lot until paid.

## ARTICLE VIII

### PARTY WALLS AND COMMON ROOFS

8.01 Applicable Law. Each wall which is built as a part of the original construction of the dwellings and garages upon the Property and placed on the dividing line between the Lots and/or serves two or more dwellings or garages shall constitute a party wall 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 negligence or willful acts or omissions shall apply thereto. Fences which divide two yards shall be maintained in the same manner as party walls.

8.02 Repair. The cost of reasonable repair, maintenance and replacement of a party wall shall be shared equally by the Owners who make use of the wall except that the entire cost of repairing damage caused by the negligence or willful act or omission of one Owner shall be paid for by that Owner.

8.03 Destruction. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and the other Owners who shared the use of the wall shall contribute to the cost of restoration thereof equally without prejudice to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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8.04 Negligence. Notwithstanding any other provisions of this Article, an Owner who by negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

8.05 Contribution. 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.

8.06 Common Roofs. The Owner of each dwelling unit shall be responsible for the maintenance, repair or replacement of that portion of the common roof, flashing and roof drainage system as is located, installed or attached to such dwelling unit, and such maintenance, repair or replacement shall be accomplished within a reasonable time if the neglect to do so shall adversely affect a connected building sharing such common roof and gutter system.

## ARTICLE IX

### LEASE OF LOTS

Any lease agreement between an Owner and a lessee shall be in writing and shall provide that the terms of such lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association, and that failure by the lessee to comply with the terms of such documents, rules and regulations shall be a default under the lease. Other than the foregoing, there is no restriction on the right of any Owner to lease any lot.

## ARTICLE X

### GENERAL PROVISIONS

10.01 Management and Other Contracts. The Board shall have the right, from time to time, for and on behalf of the Association, to engage a manager for the Association and its property to the extent deemed advisable by the Board.

10.02 Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration and the Articles of Incorporation, By-Laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including

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court costs and attorneys' fees, together with interest thereon at eight percent (8%) per annum shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 5. If any Owner, or his guests, violates any provision of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations of the Association, the Board may, after affording the Owner an opportunity to be heard, levy a reasonable fine against such Owner, and such fine shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article V.

**10.03 Severability.** Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect.

**10.04 Title in Land Trust.** In the event title to any Lot is conveyed to a title-holding trust under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

**10.05 Amendments.** The provisions of this Declaration may be amended by an instrument in writing setting forth such amendment signed and acknowledged by the members having at least two-thirds (2/3) of the total votes of the members or that is approved at a duly called and held general or special meeting of members by the affirmative vote, either in person or by proxy, of the members having two-thirds (2/3) of the total votes of the members and containing a certification by an officer of the Association that said instrument was duly approved as aforesaid. No amendment shall be effective until duly recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

**10.06 Notices.** Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, all as shown on the records of the Association at the time of such mailing.

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10.07 Binding Effect. The easements created by this Declaration shall be of perpetual duration. 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 the Association or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

CLUSTERS ON VINE HOME OWNERS ASSOCIATION, INC.

BY:

Steve Alexander  
Its President

ATTEST:

BY:

Russel G. Winick  
Its Secretary

STATE OF ILLINOIS )

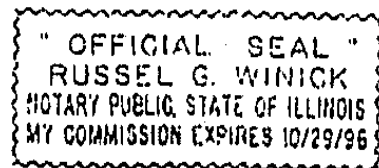
)SS

COUNTY OF COOK )

I, Russel G. Winick, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Steve Alexander and Russel G. Winick, respectively the President and Secretary of Clusters on Vine Home Owners Association, Inc. personally known to be the same persons whose names are subscribed to the foregoing instrument respectively appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Association for the uses and purposes therein set free.

Given under my hand and notarial seal this 4<sup>th</sup> day of February, 1944.

Russel G. Winick  
Notary Public



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## LEGAL DESCRIPTION RIDER

LOTS 28, 29, 30, 31, 40, 41 AND 42 IN THE SUBDIVISION OF THE EAST HALF OF LOTS 2, 3 AND (EXCEPT THE SOUTH 82 FEET OF THE EAST 100 FEET) OF LOT 4 IN BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

### TOGETHER WITH

LOTS 5 TO 20, BOTH INCLUSIVE, (EXCEPT THE PART OF SAID LOTS 5 TO 20 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 88.43 FEET TO A CORNER OF SAID LOT 5; THENCE NORTH EASTERLY ALONG THE SOUTH EASTERLY LINE OF SAID LOT 5, A DISTANCE OF 14.10 FEET TO THE EAST LINE OF SAID LOT 5; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 5 TO 20 TO THE NORTH EAST CORNER OF SAID LOT 20; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 20 TO A LINE 1 FOOT WEST OF AND PARALLEL WITH THE SAID EAST LINE OF LOT 20; THENCE SOUTH ALONG A LINE 1 FOOT WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 5 TO 20 TO A LINE 1 FOOT NORTH WESTERLY OF AND PARALLEL WITH THE SAID SOUTH EASTERLY LINE OF LOT 5; THENCE SOUTH WESTERLY ALONG SAID LINE 1 FOOT NORTH WESTERLY OF AND PARALLEL WITH THE SAID SOUTH EASTERLY LINE OF LOT 5 TO A LINE 1 FOOT NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 5; THENCE WEST ALONG SAID LINE 1 FOOT NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 5 TO THE WEST LINE OF SAID LOT 5; THENCE SOUTH ALONG SAID WEST LINE OF LOT 5 TO THE POINT OF BEGINNING,) IN THE SUBDIVISION OF LOT 6 AND THE EAST 23 FEET OF LOT 7 IN BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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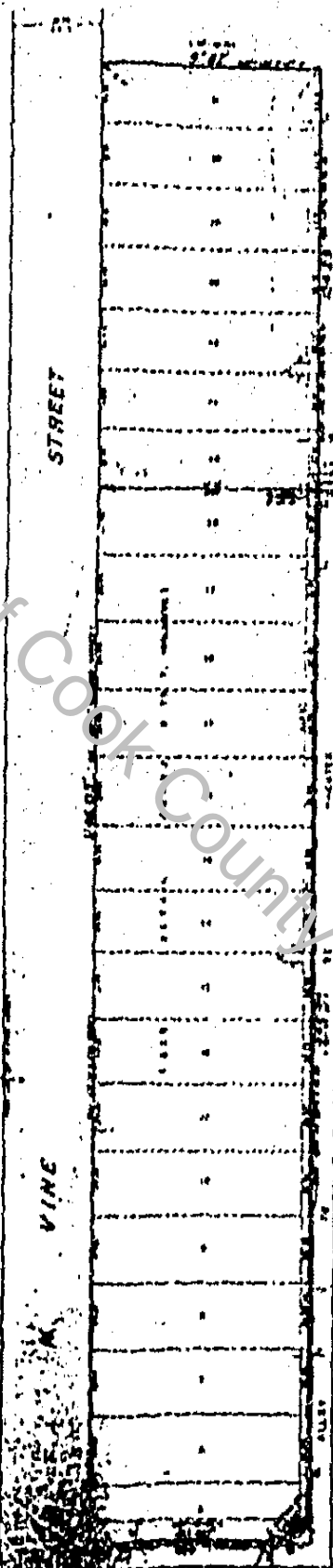
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## PLAT OF SURVEY

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### "THE CLUSTERS ON VINE"

LEGAL DESCRIPTION OF LAND, STATE OF ILLINOIS

THE CLUSTERS ON VINE

LEGAL DESCRIPTION OF LAND, STATE OF ILLINOIS

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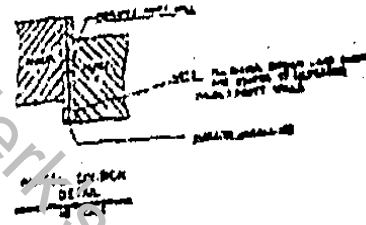
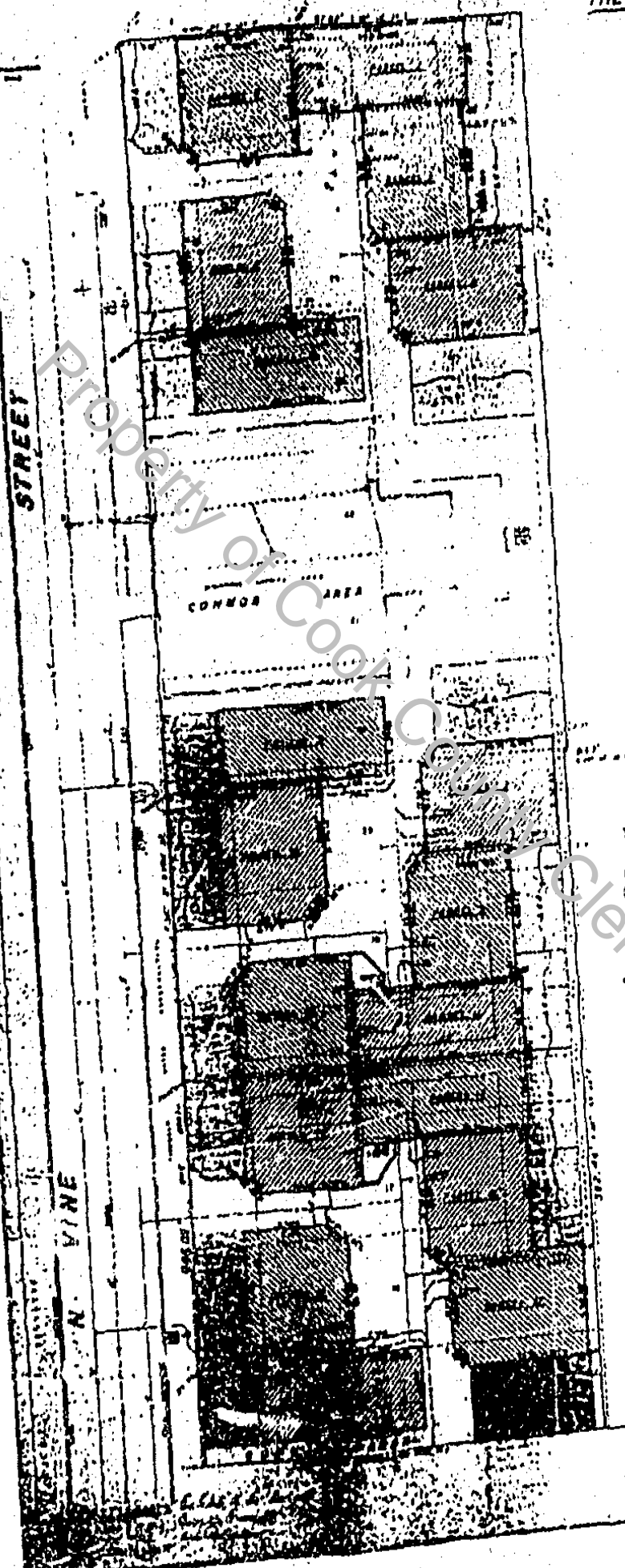
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# UNOFFICIAL COPY SURVEY

4-1-1938  
"THE CLUSTERS ON VINE"



- 1. AREA
- 2. AREA
- 3. AREA
- 4. AREA
- 5. AREA
- 6. AREA
- 7. AREA
- 8. AREA
- 9. AREA
- 10. AREA

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## PLAT OF SURVEY

### "THE CLUSTERS ON VINE"

Page 1  
The first of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

Page 2  
The second of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

Page 3  
The third of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

Page 4  
The fourth of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

Page 5  
The fifth of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

Page 6  
The sixth of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

Page 7  
The seventh of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

Page 8  
The eighth of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

Page 9  
The ninth of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

Page 10  
The tenth of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

Page 11  
The eleventh of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

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The twelfth of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

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The thirteenth of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

Page 14  
The fourteenth of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

Page 15  
The fifteenth of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

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The sixteenth of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

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The seventeenth of a certain number of lots of land...

- 1. Lot 1, 1/4 Sec 16, T1N, R10E
- 2. Lot 2, 1/4 Sec 16, T1N, R10E
- 3. Lot 3, 1/4 Sec 16, T1N, R10E
- 4. Lot 4, 1/4 Sec 16, T1N, R10E

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## "THE CLUSTERS ON VINE"

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Collopy & Associates  
Land & Construction Surveyors  
1100 Wilson Road  
Fort Monroe, Virginia 22031-2000  
Tel: 703-461-1100  
Fax: 703-461-1101

Survey Office

94137282

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PLAT OF SURVEY  
"THE CLUSTERS ON VINI"

1934, DISTRICT OF COLUMBIA

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat of survey, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 1934.

Notary Public for the District of Columbia

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat of survey, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 1934.

Notary Public for the District of Columbia

Edith A. G.  
Recorder of Deeds  
District of Columbia

24-301534  
S: LAMBERT

1934

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Property of Cook County Clerk's Office

87-0443

MAR 10 1997

RECORDED  
COOK COUNTY  
94137282  
Se  
file

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95380087

QUIT CLAIM DEED

THE GRANTOR, CLUSTERS ON VINE HOME OWNERS ASSOCIATION, INC., a not-for-profit corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for the consideration of Ten (\$10.00) and No/100 Dollars, and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and QUIT CLAIMS to MARGERY R. JOHNSON

Address 1663 N. VINE ST. CHICAGO, Illinois all interest in the following described Real Estate situated in the County of Cook and State of Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION  
MADE PART HEREOF BY REFERENCE AS EXHIBIT A

95380087

Permanent Real Estate Index Number(s) 14-33-316-014 & 14-33-316-078  
Address of Real Estate: 1663 N. VINE ST. CHICAGO IL 60614

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this 29th day of March, 1995.

CLUSTERS ON VINE HOME OWNERS ASSOCIATION, INC., an Illinois

not-for-profit corporation

RECORDING \$27.50  
TRAN 1836 02/12/95 16:09:00  
#2824 : CJ \* -95-380087  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$24.00

By: [Signature]  
President

(SEAL)

Attest [Signature]  
Secretary

97170444

State of Illinois, County of Cook, ss I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Steve Alexander personally known to me to be the President of the CLUSTERS ON VINE HOME OWNERS ASSOCIATION, INC, an Illinois not-for-profit corporation, and Henry J. Wilford personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed

Re-Record to effect Proper chain of title

29.00  
26.00  
55.00

97170444  
5.50

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Property of Cook County Clerk's Office

140013 TRAN 1984 03/12/97 13:37:00  
48454 \$ DW \*--97--170444  
COOK COUNTY RECORDER

R DEPT-01 RECORDING \$29.00  
140013 TRAN 1984 03/12/97 13:38:00  
48454 \$ DW \*--97--170444  
COOK COUNTY RECORDER

DEPT-10 PENALTY

\$26.00

44408178