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**PLAT**

4-15-99

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2020816  
MERCURY TITLE COMPANY, LLC.  
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Cook County Recorder 123.00



**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
OF THE LINCOLN ROW TOWNHOMES**

THIS DECLARATION is made and entered into this 12th day of APRIL, 1999,  
by CENTER POINT DEVELOPMENT, L.L.C., (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:

LOTS 207 AND 208 IN RUDOLPH'S SUBDIVISION OF BLOCKS 4 AND 5 IN W. B. OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

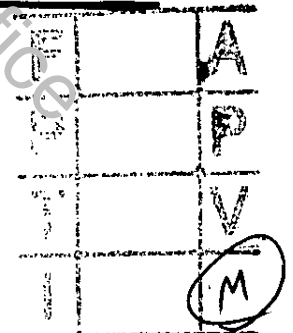
COMMONLY KNOWN AS 4125 NORTH LINCOLN AVENUE, CHICAGO, IL 60618

P.I.N. 14-18-322-001-0000

**PLAT WITH THIS DOCUMENT**

THIS DOCUMENT PREPARED BY: *+*

*Mail TO:*  
GERARD D. HADERLEIN  
ATTORNEY AT LAW  
3413 NORTH LINCOLN AVENUE  
CHICAGO, IL 60657  
(773) 472-2888



(Said real estate is herein called the "TOTAL PARCEL"); and

WHEREAS, the Declarant has constructed Seven (7) Townhome structures, inclusive of attached garages, (herein collectively referred to as the "TOWNHOME STRUCTURES" and individually as the "TOWNHOME STRUCTURE"), and adjacent a DRIVEWAY/COURTYARD

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and EMERGENCY STAIRWELL (herein collectively referred to as the "COMMON AREA"), all of which are constructed on the Total Parcel and are legally described as follows:

## **PARCEL ONE**

### **Townhome - Parcel 1:**

See Legal Description attached hereto as Exhibit "A"

Street Address: 4127 North Lincoln Avenue, Chicago, IL 60618

## **PARCEL TWO**

### **Townhome - Parcel 2:**

See Legal Description attached hereto as Exhibit "B"

Street Address: 2039 West Warner Avenue, Chicago, IL 60618

## **PARCEL THREE**

### **Townhome - Parcel 3:**

See Legal Description attached hereto as Exhibit "C"

Street Address: 2037 West Warner Avenue, Chicago, IL 60618

## **PARCEL FOUR**

### **Townhome - Parcel 4:**

See Legal Description attached hereto as Exhibit "D"

Street Address: 2035 West Warner Avenue, Chicago, IL 60618

## **PARCEL FIVE**

### **Townhome - Parcel 5:**

See Legal Description attached hereto as Exhibit "E"

Street Address: 2033 West Warner Avenue, Chicago, IL 60618

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## **PARCEL SIX**

### **Townhome - Parcel 6:**

**See Legal Description attached hereto as Exhibit "F"**

**Street Address: 2031 West Warner Avenue, Chicago, IL 60618**

## **PARCEL SEVEN**

### **Townhome - Parcel 7:**

**See Legal Description attached hereto as Exhibit "G"**

**Street Address: 4123 North Lincoln Avenue, Chicago, IL 60618**

## **PARCEL EIGHT**

### **Driveway/Courtyard/Emergency Stairwell Space - Parcel 8:**

**See Legal Description attached hereto as Exhibit "H"**

**WHEREAS**, the Townhome Structures are constructed as part of a more or less continuous structure with party walls straddling the boundaries between the Townhome Structures as shown on the plat attached hereto and identified as Exhibit "I" and made a part hereof; and

**WHEREAS**, the Declarant has deemed it desirable for the efficient preservation of the values and amenities of the Total Parcel and the Individual Parcels and the improvements thereon (i.e., the Townhomes and Common Area) for all future owners, tenants, occupants, purchasers, and mortgagees of the Individual Parcels to establish and maintain 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 intends to sell and will sell, convey, and mortgage some or all of the Individual Parcels, and desires and intends that 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.

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**NOW THEREFORE**, the said Declarant does hereby declare that the following rights, easements, covenants, restrictions, burdens, uses, and privileges shall and do exist at all times hereafter among the several owners, purchasers, or mortgagees, (hereinafter sometimes referred to as the "OWNER" or "EACH OWNER") of the Individual Parcels in this instrument described in the manner and to the extent as is reasonably necessary to provide basic utility services, 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:

1. **MAINTENANCE**: Each Owner shall carry out or cause to be performed all maintenance and repairs to the exterior of the Townhome Structure owned by the Owner including, without limitation, all walls (including the foundations thereof), front steps, roof, gutters and downspouts made necessary and desirable as a result of natural or ordinary wear and deterioration and fire or other casualty. Each Owner shall also perform such maintenance, improvement and repair of any fencing installed on the Owner's Individual Parcel. Each Owner shall, in addition, carry out or cause to be performed all such maintenance and repair of all water, sewer, gas, telephone, and electrical lines incorporated in and forming a part of the Owner's Townhome Structure. In addition, each Owner shall have the obligation to maintain in good condition and repair the glass surfaces, windows, front entry, electrical fixtures, deck and lawn located on the Owner's Individual Parcel. Where a repair is made to a component which affects more than one Townhome Structure (i.e., roof and/or gutters), the cost of said repair shall be divided in equal shares among the owners of the Townhome Structures which are affected. In this regard, it is acknowledged that there are instances where one roof or part of one roof, for example, services two Townhome Structures.

Further, 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 aesthetics 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

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as required from time to time; (h) snow and ice removal from walkway areas, and (i) repair and replacement, when necessary, of the physical improvements of walkway areas. Each Owner of an Individual Parcel shall have the right to draw water from individual Townhome Structures as required for the efficient performance of its duties hereunder; provided however, that each Owner, in the event that there is a common source for water to maintain the landscaped areas, shall pay for his share (1/7th) of the cost of the water and maintenance of the line supplying the water.

The common area described herein shall be maintained by the Lincoln Row Townhomeowners Association (hereinafter referred to as "THE ASSOCIATION", and described in detail in Paragraph 17. below) at all times. Such maintenance shall include: (a) cleaning and snow removal in the Courtyard; (b) cleaning and maintenance of the Emergency Common Stairway; (c) cleaning and maintenance of the Common Emergency Bridge between 2035 West Warner and 2037 West Warner; and (d) any other necessary maintenance deemed necessary by the Association.

2. **INSURANCE:** Each Owner shall procure and maintain in full force and at all times insurance covering the Owner's Townhome Structure consisting of, or providing all the protections afforded by, the insurance generally described as fire, extended 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 ten (10) days after request by such Owner. In the event the Townhome 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 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 construction. In the event of such damage or destruction of an individual Townhome Structure, the Owner and the holder of the mortgage encumbering the individual Townhome

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Structure shall allow the proceeds of any insurance required hereby to be utilized in restoring the individual Townhome Structure pursuant to the terms of this Agreement.

The Association shall maintain at all times liability coverage of no less than \$1,000,000.00 for the Courtyard, the Emergency Stairwell and the Emergency Bridge.

3. PARTY WALLS: All dividing walls which straddle the boundary line between the Townhome Structures which stand partly upon one Individual Parcel and partly upon another, and all walls which serve two or more Townhome Structures shall at all times be considered party walls, and each of the Owners of Individual Parcels 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 Townhome Structures 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 fractional portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time, in a workmanlike manner with materials comparable to those used in the original wall 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. 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.

4. UTILITY EASEMENTS: Each of the Individual Parcels are hereby burdened with easements for the installation, use, maintenance, repair, and replacement of public utilities, including sewer, gas, electricity, telephone, cable television, and water lines for the use of the Townhome Structures and Common Area, and said easements are hereby created over, under, and across the areas where such public utilities are presently located. Said easements shall be used in

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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 Townhome Structures, shall be perpetually used in common by such dwelling parcel owners or occupants.

Further, an easement is hereby reserved for and granted to THE PEOPLES GAS LIGHT AND COKE COMPANY, its successors and assigns, to install, construct, operate, maintain, inspect, repair, renew, replace, remove or abandon in place gas mains and service pipes, together with the necessary valves, valve boxes, regulators and other attachments, connections and fixtures for distributing gas to properties within and without the subdivision, upon, under, across and within all roads, streets, alleys, and common areas (if any) within the subdivision provided however, that such facilities, equipment and appurtenances, when installed, will not interfere with the movement of traffic upon such roads, streets, alleys or common areas.

5. PAINING AND DECORATING: All outside painting and decorating of the Townhome Structures on the Individual Parcels shall conform in color and quality to the outside painting and decorating of all other Townhome Structures 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 the other Owners of the Individual Parcels.

6. MUTUAL COVENANTS: 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 therefore, 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 their fractional share of any expenses that may be assessed against the Owner of the Individual Parcel as herein provided.

7. NON-PAYMENT OF INSURANCE: Upon the failure of any Owner (hereinafter referred to as the "Defaulting Owner"), to procure and maintain the insurance required in Paragraph 2 above, any other Owner or Owners shall have the authority to procure such insurance and the

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defaulting Owner shall be legally obligated to reimburse the Owner or Owners procuring such insurance for the cost thereof.

8. NON-PAYMENT OF ASSESSMENTS: If the Defaulting Owner fails to pay his fractional 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 ten (10%) percent and reasonable attorney's fees of any such action all 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 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 which 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.

9. RIGHTS TO ENFORCE DECLARATION: 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 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.

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10. DRIVEWAY-COURTYARD EASEMENT: An easement is granted to each and every Owner to use the Driveway/Courtyard for purposes of ingress and egress to the rear of each Parcel and to the Garages immediately adjacent to the Courtyard.

11. ROOF DECK AND STAIRWELL EASEMENT: An easement is hereby granted to each and every Owner to use the roof decks of all Owners between their own Unit, the Bridge, and the Emergency Stairwell for the purposes of egress to the Emergency Stairwell located on the Lincoln Avenue side. This easement for egress shall be considered as one to be used only in the limited cases of emergency such as fire, smoke, or other emergencies in which egress by any other means would be unsafe or hazardous to the user Owner, or other use as may be determined by the Association.

12. PERMANENT DECK AND BRIDGE OVERHANG EASEMENT: A permanent easement is hereby granted for all existing decks and the Bridge between 2035 and 2037 West Warner, which overhang over the Courtyard in the Common Area.

13. COURTYARD RESTRICTIONS: The Courtyard is to be used primarily for the ingress and egress of automobiles, bicycles and other vehicles stored in the respective garages of the Unit Owners. The Courtyard is not to be used as a parking lot for vehicles of visitors unless the Association decides at a future meeting to amend this provision. Further, the Courtyard is not to be used as a playground, party area, or barbecue/cookout site unless the Association decides at a future meeting to amend this provision. The Association shall govern the use and control of the Courtyard, but may never vote to disallow garage access to any Unit Owner.

14. ENCROACHMENT EASEMENT: An automatic easement is hereby granted to any Owner of an individual Parcel whose individual Parcel may cause an encroachment onto the Lot of any contiguous Parcel Owner due to any minor shifting of the walls after initial construction.

15. GARAGE RESTRICTIONS: All Garage Spaces conveyed by the Declarant to the Owners are to be conveyed fee simple absolute as part of each Parcel, subject to the following restrictions: (a) No Garage Space conveyed by Declarant may be sold, leased, assigned, or gifted to anyone other than to another Lincoln Row Townhome Owner of record; (b) No Garage Space may

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be used to store any noxious or hazardous materials; and (c) No Garage Space may be used commercially or for use as a hobby automobile repair shop.

16. All easements, rights and restrictions described in this Declaration shall run with the land, and shall at all times remain in full force and effect and inure to the benefit of and be binding upon the Owners, mortgagees, tenants and any other persons having an interest in any of the Lots. Any easement may be used by the family members, guests, invitees or agents of the respective Owners. Reference in the respective deeds of conveyance to the easements, rights and restrictions described in this Declaration shall be sufficient to create and reserve such easements, rights and restrictions to the respective grantees as fully and completely as if those such easements, rights and restrictions were recited fully and set forth in their entirety in such documents.

The right of any Owner to contribution from any other Owner under this Declaration shall be appurtenant to the land and shall pass to such Owner's successors in title.

17. The Declarant 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 become members of the Lincoln Row Townhomeowners Association, which Association shall be an Illinois Not-For-Profit Corporation, consisting of respective "Townhome Parcel" Owners, formed for the purpose of owning and maintaining the common areas of the Total Parcel. After the closing of the first Townhome Parcel, the Declarant shall cause to be conveyed to the Association Parcel Eight - Common Area, which shall be then owned and maintained by the Association. The Association shall be governed by the By-Laws of the Lincoln Row Townhomeowners Association.

18. Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees and authority to execute this instrument, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on Declarant. Declarant reserves to itself, its

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## EXHIBIT "A"

### PARCEL 1

A PART OF LOT 207 IN RUDOLPH'S SUBDIVISION OF BLOCKS 4 AND 5 IN W. B. OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 207; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 207 A DISTANCE OF 26.40 FEET TO A POINT; THENCE SOUTH 26 DEGREES 56 MINUTES 59 SECONDS EAST A DISTANCE OF 41.46 FEET TO A POINT; THENCE SOUTH 63 DEGREES 25 MINUTES 53 SECONDS WEST A DISTANCE OF 23.25 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 207; THENCE NORTH 26 DEGREES 30 MINUTES 57 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 53.27 FEET TO THE POINT OF BEGINNING.

ALSO, ALL THAT SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 18.31 FEET ABOVE CITY OF CHICAGO VERTICAL DATUM AND THAT OTHER CERTAIN HORIZONTAL PLANE LOCATED 27.60 FEET ABOVE CITY OF CHICAGO VERTICAL DATUM FORMING BOUNDARIES OF EXTERIOR FACE OF FINISHED WALLS AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: A PART OF LOTS 207 AND 208 IN RUDOLPH'S SUBDIVISION AFORESAID DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 208; THENCE NORTH 26 DEGREES 30 MINUTES 57 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 207 AND 208 A DISTANCE OF 41.16 FEET TO A POINT; THENCE NORTH 63 DEGREES 25 MINUTES 53 SECONDS EAST A DISTANCE OF 3.50 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 63 DEGREES 25 MINUTES 53 SECONDS EAST A DISTANCE OF 19.62 FEET TO A POINT; THENCE SOUTH 26 DEGREES 56 MINUTES 59 SECONDS EAST A DISTANCE OF 0.40 FEET TO A POINT; THENCE NORTH 64 DEGREES 01 MINUTES 29 SECONDS EAST A DISTANCE OF 0.77 FEET TO A POINT; THENCE SOUTH 26 DEGREES 30 MINUTES 57 SECONDS EAST A DISTANCE OF 17.85 FEET TO A POINT; THENCE SOUTH 63 DEGREES 25 MINUTES 39 SECONDS WEST A DISTANCE OF 20.06 FEET TO A POINT; THENCE NORTH 26 DEGREES 56 MINUTES 59 SECONDS WEST A DISTANCE OF 6.43 FEET TO A POINT; THENCE SOUTH 63 DEGREES 25 MINUTES 53 SECONDS WEST A DISTANCE OF 0.33 FEET TO A POINT; THENCE NORTH 26 DEGREES 30 MINUTES 57 SECONDS WEST A DISTANCE OF 11.82 FEET TO THE POINT OF BEGINNING.

ALSO, ALL THAT SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 19.01 FEET ABOVE CITY OF CHICAGO VERTICAL DATUM AND THAT OTHER CERTAIN HORIZONTAL PLANE LOCATED 27.11 FEET ABOVE CITY OF CHICAGO VERTICAL DATUM FORMING BOUNDARIES OF EXTERIOR FACE OF FINISHED WALLS AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: A PART OF LOTS 207 AND 208 IN RUDOLPH'S SUBDIVISION AFORESAID DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 207; THENCE SOUTH 89.

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DEGREES 59 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 207 A DISTANCE OF 26.40 FEET TO A POINT; THENCE SOUTH 26 DEGREES 56 MINUTES 59 SECONDS EAST A DISTANCE OF 41.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 26 DEGREES 56 MINUTES 59 SECONDS EAST A DISTANCE OF 8.42 FEET TO A POINT; THENCE SOUTH 63 DEGREES 25 MINUTES 53 SECONDS WEST A DISTANCE OF 4.66 FEET TO A POINT; THENCE NORTH 26 DEGREES 56 MINUTES 59 SECONDS WEST A DISTANCE OF 8.42 FEET TO A POINT; THENCE NORTH 63 DEGREES 25 MINUTES 53 SECONDS EAST A DISTANCE OF 4.66 FEET TO THE POINT OF BEGINNING.

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## EXHIBIT "B"

### PARCEL 2

A PART OF LOT 207 IN RUDOLPH'S SUBDIVISION OF BLOCKS 4 AND 5 IN W. B. OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 207; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 207 A DISTANCE OF 26.40 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 18.66 FEET TO A POINT; THENCE SOUTH 26 DEGREES 24 MINUTES 59 SECONDS EAST A DISTANCE OF 42.10 FEET TO A POINT; THENCE SOUTH 64 DEGREES 01 MINUTES 29 SECONDS WEST A DISTANCE OF 17.12 FEET TO A POINT; THENCE NORTH 25 DEGREES 56 MINUTES 59 SECONDS WEST A DISTANCE OF 50.27 FEET TO THE POINT OF BEGINNING.

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## EXHIBIT "C"

### PARCEL 3

A PART OF LOT 207 IN RUDOLPH'S SUBDIVISION OF BLOCKS 4 AND 5 IN W. B. OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 207; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 207 A DISTANCE OF 45.06 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG SAID NORTH LINE OF SAID LOT 207 A DISTANCE OF 19.27 FEET TO A POINT; THENCE SOUTH 26 DEGREES 24 MINUTES 59 SECONDS EAST A DISTANCE OF 41.83 FEET TO A POINT; THENCE SOUTH 63 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 17.25 FEET TO A POINT; THENCE NORTH 26 DEGREES 24 MINUTES 29 SECONDS WEST A DISTANCE OF 50.29 FEET TO THE POINT OF BEGINNING.

ALSO ALL THAT SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 36.95 FEET ABOVE CITY OF CHICAGO VERTICAL DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 58.00 FEET ABOVE CITY OF CHICAGO VERTICAL DATUM FORMING BOUNDARIES OF EXTERIOR FACE OF FINISHED WALLS AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 207, THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 207 A DISTANCE OF 64.33 FEET TO A POINT; THENCE SOUTH 26 DEGREES 24 MINUTES 59 SECONDS EAST A DISTANCE OF 23.20 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 63 DEGREES 58 MINUTES 21 SECONDS EAST A DISTANCE OF 12.90 FEET TO A POINT; THENCE SOUTH 26 DEGREES 24 MINUTES 59 SECONDS EAST A DISTANCE OF 18.65 FEET TO A POINT; THENCE SOUTH 63 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 12.90 FEET TO A POINT; THENCE NORTH 26 DEGREES 24 MINUTES 59 SECONDS WEST A DISTANCE OF 18.65 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS 2037 WEST WARNER AVENUE, CHICAGO, IL 60618

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## EXHIBIT "D"

### PARCEL 4

A PART OF LOTS 207 AND 208 IN RUDOLPH'S SUBDIVISION OF BLOCKS 4 AND 5 IN W. B. OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 207; THENCE NORTH 89 DEGREES 59 MINUTES 08 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 207 A DISTANCE OF 41.57 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 26 DEGREES 24 MINUTES 59 SECONDS EAST A DISTANCE OF 42.09 FEET TO A POINT; THENCE SOUTH 63 DEGREES 25 MINUTES 39 SECONDS WEST A DISTANCE OF 17.45 FEET TO A POINT, THENCE NORTH 26 DEGREES 24 MINUTES 59 SECONDS WEST A DISTANCE OF 50.76 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 207; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 19.49 FEET TO THE POINT OF BEGINNING.

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## EXHIBIT "E"

### PARCEL 5

A PART OF LOTS 207 AND 208 IN RUDOLPH'S SUBDIVISION OF BLOCKS 4 AND 5 IN W. B. OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID LOT 207; THENCE NORTH 89 DEGREES 59 MINUTES 08 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 207 A DISTANCE OF 22.86 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 26 DEGREES 24 MINUTES 59 SECONDS EAST A DISTANCE OF 33.76 FEET TO A POINT; THENCE SOUTH 63 DEGREES 25 MINUTES 39 SECONDS WEST A DISTANCE OF 16.73 FEET TO A POINT; THENCE NORTH 26 DEGREES 24 MINUTES 59 SECONDS WEST A DISTANCE OF 42.09 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 207; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 18.71 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS 2033 WEST WARNER AVENUE, CHICAGO, IL 60618

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## EXHIBIT "F"

### PARCEL 6

A PART OF LOTS 207 AND 208 IN RUDOLPH'S SUBDIVISION OF BLOCKS 4 AND 5 IN W. B. OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 207; THENCE SOUTH 26 DEGREES 24 MINUTES 12 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOTS 207 AND 208 A DISTANCE OF 40.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 208; THENCE SOUTH 63 DEGREES 25 MINUTES 39 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 208 A DISTANCE OF 20.47 FEET TO A POINT, THENCE NORTH 26 DEGREES 24 MINUTES 59 SECONDS WEST A DISTANCE OF 50.52 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 207; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 22.86 FEET TO THE POINT OF BEGINNING.

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## EXHIBIT "G"

### PARCEL 7

A PART OF LOTS 207 AND 208 IN RUDOLPH'S SUBDIVISION OF BLOCKS 4 AND 5 IN W. B. OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 208; THENCE NORTH 26 DEGREES 30 MINUTES 57 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 208 AND 207 A DISTANCE OF 41.16 FEET TO A POINT; THENCE NORTH 63 DEGREES 25 MINUTES 53 SECONDS EAST A DISTANCE OF 23.12 FEET TO A POINT; THENCE SOUTH 26 DEGREES 56 MINUTES 59 SECONDS EAST A DISTANCE OF 0.40 FEET TO A POINT; THENCE NORTH 64 DEGREES 01 MINUTES 29 SECONDS EAST A DISTANCE OF 0.77 FEET TO A POINT; THENCE SOUTH 26 DEGREES 30 MINUTES 57 SECONDS EAST A DISTANCE OF 40.76 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 208; THENCE SOUTH 63 DEGREES 25 MINUTES 39 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 23.89 FEET TO THE POINT OF BEGINNING. (EXCEPT ALL THAT SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 18.31 FEET ABOVE CITY OF CHICAGO VERTICAL DATUM AND THAT OTHER CERTAIN HORIZONTAL PLANE LOCATED 27.60 FEET ABOVE CITY OF CHICAGO VERTICAL DATUM FORMING BOUNDARIES OF EXTERIOR FACE OF FINISHED WALLS AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: A PART OF LOTS 207 AND 208 IN RUDOLPH'S SUBDIVISION AFORESAID DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 208; THENCE NORTH 26 DEGREES 30 MINUTES 57 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 207 AND 208 A DISTANCE OF 41.16 FEET TO A POINT; THENCE NORTH 63 DEGREES 25 MINUTES 53 SECONDS EAST A DISTANCE OF 3.59 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 63 DEGREES 25 MINUTES 53 SECONDS EAST A DISTANCE OF 19.62 FEET TO A POINT; THENCE SOUTH 26 DEGREES 56 MINUTES 59 SECONDS EAST A DISTANCE OF 0.40 FEET TO A POINT; THENCE NORTH 64 DEGREES 01 MINUTES 29 SECONDS EAST A DISTANCE OF 0.77 FEET TO A POINT; THENCE SOUTH 26 DEGREES 30 MINUTES 57 SECONDS EAST A DISTANCE OF 17.85 FEET TO A POINT; THENCE SOUTH 63 DEGREES 25 MINUTES 39 SECONDS WEST A DISTANCE OF 20.06 FEET TO A POINT; THENCE NORTH 26 DEGREES 56 MINUTES 59 SECONDS WEST A DISTANCE OF 6.43 FEET TO A POINT; THENCE SOUTH 63 DEGREES 25 MINUTES 53 SECONDS WEST A DISTANCE OF 0.33 FEET TO A POINT; THENCE NORTH 26 DEGREES 30 MINUTES 57 SECONDS WEST A DISTANCE OF 11.82 FEET TO THE POINT OF BEGINNING).

COMMONLY KNOWN AS 4123 NORTH LINCOLN AVENUE, CHICAGO, IL 60618

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## EXHIBIT "H"

### PARCEL 8

A PART OF LOTS 207 AND 208 IN RUDOLPH'S SUBDIVISION OF BLOCKS 4 AND 5 IN W. B. OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 208; THENCE NORTH 63 DEGREES 25 MINUTES 39 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 208 A DISTANCE OF 23.89 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 26 DEGREES 30 MINUTES 57 SECONDS WEST A DISTANCE OF 40.76 FEET TO A POINT; THENCE NORTH 64 DEGREES 01 MINUTES 29 SECONDS EAST A DISTANCE OF 16.35 FEET TO A POINT; THENCE SOUTH 26 DEGREES 24 MINUTES 59 SECONDS EAST A DISTANCE OF 8.23 FEET TO A POINT; THENCE NORTH 63 DEGREES 58 MINUTES 21 SECONDS EAST A DISTANCE OF 17.25 FEET TO A POINT; THENCE NORTH 26 DEGREES 24 MINUTES 59 SECONDS WEST A DISTANCE OF 41.83 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 207; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 14.41 FEET TO A POINT; THENCE SOUTH 26 DEGREES 24 MINUTES 59 SECONDS EAST A DISTANCE OF 50.76 FEET TO A POINT; THENCE NORTH 63 DEGREES 25 MINUTES 39 SECONDS EAST A DISTANCE OF 34.20 FEET TO A POINT; THENCE SOUTH 26 DEGREES 24 MINUTES 59 SECONDS EAST A DISTANCE OF 16.85 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 208; THENCE SOUTH 63 DEGREES 25 MINUTES 39 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 80.64 FEET TO THE POINT OF BEGINNING, (EXCEPT ALL THAT SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 36.95 FEET ABOVE CITY OF CHICAGO VERTICAL DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 58.00 FEET ABOVE CITY OF CHICAGO VERTICAL DATUM FORMING BOUNDARIES OF EXTERIOR FACE OF FINISHED WALLS AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 207; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 207 A DISTANCE OF 64.33 FEET TO A POINT; THENCE SOUTH 26 DEGREES 24 MINUTES 59 SECONDS EAST A DISTANCE OF 23.20 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 63 DEGREES 58 MINUTES 21 SECONDS EAST A DISTANCE OF 12.90 FEET TO A POINT; THENCE SOUTH 26 DEGREES 24 MINUTES 59 SECONDS EAST A DISTANCE OF 18.65 FEET TO A POINT; THENCE SOUTH 63 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 12.90 FEET TO A POINT; THENCE NORTH 26 DEGREES 24 MINUTES 59 SECONDS WEST A DISTANCE OF 18.65 FEET TO THE POINT OF BEGINNING).

ALSO, A PART OF LOTS 207 AND 208 IN RUDOLPH'S SUBDIVISION OF BLOCKS 4 AND 5 IN W. B. OGDEN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE

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SOUTHWEST CORNER OF SAID LOT 208; THENCE NORTH 26 DEGREES 30 MINUTES 57 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 208 AND 207 A DISTANCE OF 41.16 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 26 DEGREES 30 MINUTES 57 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE A DISTANCE OF 8.42 FEET TO A POINT; THENCE NORTH 63 DEGREES 25 MINUTES 53 SECONDS EAST A DISTANCE OF 23.25 FEET TO A POINT; THENCE SOUTH 26 DEGREES 56 MINUTES 59 SECONDS EAST A DISTANCE OF 8.42 FEET TO A POINT; THENCE SOUTH 63 DEGREES 25 MINUTES 53 SECONDS WEST A DISTANCE OF 23.12 FEET TO THE POINT OF BEGINNING, (EXCEPT ALL THAT SPACE WHICH IS CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 19.01 FEET ABOVE CITY OF CHICAGO VERTICAL DATUM AND THAT OTHER CERTAIN HORIZONTAL PLANE LOCATED 27.11 FEET ABOVE CITY OF CHICAGO VERTICAL DATUM FORMING BOUNDARIES OF EXTERIOR FACE OF FINISHED WALLS AND WHICH LIES WITHIN THE BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS: A PART OF LOTS 207 AND 208 IN RUDOLPH'S SUBDIVISION AFORESAID DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 207; THENCE SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 207 A DISTANCE OF 26.40 FEET TO A POINT; THENCE SOUTH 26 DEGREES 56 MINUTES 59 SECONDS EAST A DISTANCE OF 41.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 26 DEGREES 56 MINUTES 59 SECONDS EAST A DISTANCE OF 8.42 FEET TO A POINT; THENCE SOUTH 63 DEGREES 25 MINUTES 53 SECONDS WEST A DISTANCE OF 4.66 FEET TO A POINT; THENCE NORTH 26 DEGREES 56 MINUTES 59 SECONDS WEST A DISTANCE OF 8.42 FEET TO A POINT; THENCE NORTH 63 DEGREES 25 MINUTES 53 SECONDS EAST A DISTANCE OF 4.66 FEET TO THE POINT OF BEGINNING).

COMMONLY KNOWN AS THE DRIVEWAY/COURTYARD AND STAIRWELL  
LOCATED AT 4123-27 NORTH LINCOLN AVENUE AND 2031-39 WEST WARNER,  
CHICAGO, IL 60618

P.I.N.