

**DECLARATION OF
RESTRICTIVE
COVENANT
9 4 3 - 9 4 5
NORTH LEAVITT
S T R E E T**



PREPARED BY AND
RETURN BY MAIL TO:
Daniel G. Lauer & Associates, P.C.
1424 West Division Street
Chicago, IL 60622-3322

THIS DECLARATION of Restrictive Covenant ("Restrictive Covenant") is made this 17th day of November, 2000, by Alan W. Gilewski (hereinafter also referred to as "Declarant"), with an address of 945 North Leavitt Street, Chicago, Illinois, 60622.

RECITALS

WHEREAS, Declarant is the Owner and legal titleholder of a certain parcel of real estate legally described as follows (the "Premises"):

LOTS 27 AND 28 IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 10 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.S: 17-06-318-005-0000 and 17-06-318-006-0000

Commonly known as: 943 - 945 North Leavitt Street, Chicago, Illinois 60622;

WHEREAS, Declarant intends that the Premises be utilized for the construction of six (6) residential dwelling unit building, with a portion thereof to be sold to the general public as condominiums with a minimum of six (6) off-street parking spaces ("Intended Use");

WHEREAS, the present zoning for the Premises is R-4 General Residence District;

WHEREAS, in order to construct the size and number of units in accordance with Declarant's Intended Use, Declarant intends to effectuate a zoning change for the Premises, to R-5 General Residence District;

WHEREAS, the change R-5 General Residence District, based on the size of the Premises, would permit construction of an approximately 11,000 square foot building, as defined by the City of Chicago ("City") Code;

WHEREAS, the City and the Ukrainian Village Association consent to the proposed zoning change to R-5 General Residence District, subject to this Restrictive Covenant being recorded against the Premises, restricting the Premises, in perpetuity, to the construction of a 6,900 square foot building with six (6) residential dwelling units and a minimum of six (6) off-street parking spaces;

WHEREAS, Declarant, in consideration of the City's and Ukrainian Village Association's consent to the R-5 zoning change, shall now encumber the Premises with this Restrictive Covenant, the terms of which are hereinafter described;

WHEREAS, it is the general policy of the 32nd Ward of the City, and of the Honorable Theodore Matlak, Alderman of said Ward ("Alderman") not to allow any change in zoning district to R-5 General Residence District;

WHEREAS, the Alderman had consistently refused to consider an Application for Amendment to the Zoning District unless and until the Declarant agreed to reduce the size of the improvements to only slightly greater than that allowed under the existing R-4 General Residence District Zoning;

WHEREAS, the Declarant has proposed to complete improvements substantially in accordance with the Architectural print prepared by Hanna Architects, Inc., which Architectural print has been reviewed and approved by the Community.

DECLARATIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purposes stated herein, the Declarant declares as follows:

1. The recitals set forth above are fully incorporated herein by this reference.
2. The Declarant warrants and represents that the Declarant is the true and lawful owner of the Premises and there is nothing in the Declarant's status which would prevent the validity or effectiveness of this Covenant.
3. The Premises are and shall be held, sold and conveyed subject to the covenants, conditions and restrictions herein stated, all of which shall run with the land and be binding upon all parties now or hereinafter having any right, title or interest in the Premises or in any part thereof and upon those claiming under them without limitations or exceptions as are herein expressed, and further stipulate to the enforcement of this Restrictive Covenant in the future.
4. The Premises, or any portion thereof, shall be used solely for the purpose of the construction and operation of a 6,900 square foot building with no more than six (6) residential dwelling units, with a minimum of six (6) off-street parking spaces.
5. No building shall be erected on the Premises, nor shall construction begin on the Premises unless the plans of any building proposed to be erected have been submitted to the Ukrainian Village Association and written approval therefrom has been secured. Plans for a building permit submitted to the City of Chicago, Department of Buildings, which contain architectural detail for a 6,900 square foot building with six (6) dwelling units, and a minimum of six (6) off-street parking spaces on the Premises, shall automatically be adjudged to be in conformity with Ukrainian Village Association requirements as contained herein, and all parties hereby stipulate such Plans to be in conformity with this Restrictive Covenant. Issuance of a building permit by the City for the Premises shall constitute the City's approval of the submitted plans and specifications. No plans for the Premises shall be in conformity with this Restrictive Covenant unless the plans shall comply with each provision of this Restrictive Covenant.
6. Breach of any of the covenants or violation of any other portions of this Restrictive Covenant shall not defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to any portion of the Premises, but all provisions of this Restrictive Covenant shall be binding and effective against any owner of any portion of the Premises whose title thereto is acquired by foreclosure, trustee sale or otherwise under such mortgage or trust deed, and shall remain effective as to each portion of the Premises so acquired.

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7. Enforcement of the provisions of this Restrictive Covenant shall be by any proceeding at law or in equity, brought against the Declarant, persons violating or attempting to violate any covenant, restriction or other provision hereof, either to restrain or prevent such violation or attempted violation, to recover damages, or both. Failure by the Declarant, its successors or assigns, the City, the 32nd Ward of the City or its successor Ward or successor in interest, or the Ukrainian Village Association to promptly enforce any covenant, restriction or other provision of this Restrictive Covenant shall in no event be a bar to enforcement thereafter and shall not waive any rights against the Declarant, its successors or assigns, the City, the 32nd Ward of the City or its successor Ward or successor in interest, or the Ukrainian Village Association to so enforce any covenant, restriction or other provision of this Restrictive Covenant. In the event of litigation, the prevailing party in such litigation shall be reimbursed, as part of said litigation, all reasonable attorney's fees, litigation and court costs from the losing party, whether incurred before or after judgment.

8. Invalidation of any covenant, restriction or other provision of this Restrictive Covenant by judgment, or court order shall in no way affect any of the other provisions of this Restrictive Covenant and such other provisions shall remain in full force and effect.

9. All covenants, conditions and restrictions contained in this Restrictive Covenant shall run with the land and shall be binding upon all parties and all persons owning any portion of the Premises and all persons claiming under them for fifty (50) years from the date hereof, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then owners of the Premises, the City, the 32nd Ward of the City or its successor Ward or successor in interest, and the Ukrainian Village Association (or its successor organization if said organization shall then exist or operate in good faith) is recorded against the Premises modifying, amending or terminating the covenants, conditions and restrictions contained herein.

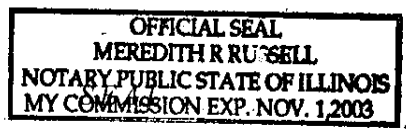
IN WITNESS WHEREOF, the Declarant has affixed his signature hereunto, as of the day and year first written above.

By: *Alan W. Gilewski*
Alan W. Gilewski

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alan W. Gilewski, who is personally known to me to be the person whose name is subscribed to the foregoing Restrictive Covenant as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of November, A.D., 2000.



Meredith R Russell
Notary Public