



Doc#: 0334244060
Eugene "Gene" Moore Fee: \$50.50
Cook County Recorder of Deeds
Date: 12/08/2003 11:55 AM Pg: 1 of 14

THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING

RETURN TO:
James J. Banks
221 N. LaSalle St.
Suite 3800
Chicago, IL 60601
312-782-1983



DECLARATION OF RESTRICTIVE COVENANT

2946-48 N. Sheffield

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is made this 12th day of August, 2003 by Tom Romano, Shareholder of R & R Developers (sometimes hereinafter referred to as "Owner" or "Declarant").

RECITALS:

WHEREAS, Declarant is the Owner and legal titleholder of a certain parcel of real estate in Chicago, Cook County, Illinois commonly known as 2946-48 N. Sheffield, Chicago, Illinois and legally described on Exhibit "A", attached hereto and made a part hereof ("Premises"); and

WHEREAS, Declarant intends that the Premises be utilized as a residential condominium development made up of 8 residential condominium dwelling units ("Intended Use"); and

WHEREAS, the present zoning for the Premises is B4-2 Restricted Service District; and

WHEREAS, in order to accommodate Declarant's Intended Use, Declarant intends to effectuate a zoning change for the Premises to R6 General Residence District; and

WHEREAS, if the proposed zoning change to R6 General Residence District, is approved by the City of Chicago, is shall be subject to a restrict covenant being recorded against the Premises restricting the Premises to the construction of an 8 unit residential development restricting the development so that it is built in substantial conformance with plans and elevations prepared by Sullivan and Goulette Architects, dated 3-28-03, attached hereto as Exhibit "B"; and

WHEREAS, Declarant has presented copies of its plans to the Alderman of the 44th Ward, and to representatives of the homeowner's regular neighborhood organization, Central Lake View Neighbors (an Illinois not-for-profit corporation) hereinafter ("CLVN"), in order to obtain the consent of the Alderman and of the CLVN to a change in zoning of the premises from a B4-2 Restrictive Service District to an R6 General Residence District; and

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WHEREAS, CLVN has held open public meetings concerning the requested change and as a body has expressed concerns over the proposed change in zoning because structures permitted under the City of Chicago's R6 zoning classification are completely incompatible with the nature and size of existing structures in the surrounding neighborhood. It being generally understood and agreed, the surrounding neighborhood is mostly compatible with an R4 Residential zoning classification. Moreover, CLVN objects to the proposed zoning change insofar as it could be later construed by a court of a competent jurisdiction as indicative of a "trend" towards any development more dense than the City's current R4 Residential classification; and

WHEREAS, Declarant is willing to so configure the building it proposes to construct on the Premises so as to minimize any negative impact to the single family residence and to the neighborhood, both now and in the future, by adjusting the front yard and side yard setbacks on the building to be constructed and by committing to the execution and recording of certain other covenants and conditions as more fully set forth herein, and

WHEREAS, if the proposed zoning change to an R6 General Residence District is approved by the CLVN and the City of Chicago, Declarant agrees that it shall subject the Premises to a restrictive covenant, to be recorded against the Premises, restricting the Premises to the construction of an eight (8) unit residential condominium development to be constructed in accordance with the elevations and plans prepared by Sullivan and Goulette Architects, dated _____, attached hereto as Exhibit B;

WHEREAS, Declarant, in consideration of the CLVN and City's consent to the proposed zoning change, shall encumber the Premises with a restrictive covenant setting forth the aforesaid restrictions, all as more specifically set forth below, and

DECLARATIONS:

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

1. The recitals set forth hereinabove are fully incorporated herein by this reference.
2. All of 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, with such limitations or exceptions as are herein expressed.

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3. The Premises, or any portion thereof, shall be used solely for the purpose of the construction, development and subsequent sale or lease of a 4-story, 54' residential building containing 8 residential units and for no other purpose whatsoever.

4. Development of the property is limited to no more than 8 units as illustrated on floor plans developed by Sullivan and Goulette and dated 3.28.03 and attached hereto as Exhibit "B".

5. The height of the building at the street front is limited to 50 feet (as measured from grade to the underside of the roof truss) with an allowance in height at the rear of the building of up to 54 feet in height (as measured from grade to the underside of the roof truss). The height shall be consistent with elevation drawings prepared by Sullivan and Goulette and dated 3.28.03 and attached hereto as Exhibit "B".

6. With this Declaration, the applicant agrees to file and to thereafter diligently prosecute an application for a rezoning of the subject property back to the B4-2 Restricted Service District immediately after securing the necessary zoning variances or exceptions and after securing required building permits. Such rezoning shall be applied for within sixty (60) days of securing the necessary building permit.

7. All covenants, conditions, and restrictions contained in this Declaration shall run with the land and shall be binding upon all parties and persons owning any portion of the premises. Furthermore, the applicant acknowledges and agrees to the City's commitment to rezone the property to the B4-2 Restricted Service District in the event that any party submits building plans in a manner inconsistent with the density and scale as illustrated on plans developed by Sullivan and Goulette and dated April 9, 2002 and attached hereto as Exhibit "B".

8. No building shall be erected on the Premises, nor shall construction begin on any building, unless the plans and specifications of any building proposed to be erected have been submitted to the City and written approval therefrom has been secured. Issuance of a building permit by the City for the Premises shall constitute the City's approval of the submitted plans and specifications.

9. Breach of any of the covenants or violation of any other portions of this Declaration 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 Declaration 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.

10. Enforcement of the provisions of this Declaration shall be by any proceeding at law or in equity, brought by the Declarant, its successors or assigns, or the City, or the Office of the Alderman which has jurisdiction over the Premises or by

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any property owner within 250 feet of the Premises, or by any other party with standing to enforce the covenant under Illinois law against any person(s), or attempting to violate any covenant, restriction or other provision hereof, either to restrain or prevent such violation or attempted violation or to recover damages, or both. Failure by the Declarant, its successors or assigns, or the City or the Office of the Alderman, to promptly enforce any covenant, restriction or other provision of this Declaration shall in no event be a bar to enforcement thereafter and shall not waive any rights of the Declarant, its successor or assigns, the City, or the Office of the Alderman, to so enforce any covenant, restriction or other provision of this Declaration.

11. In the event of any litigation arising out of this Declaration, the prevailing party shall be entitled to payment of court costs and reasonable attorneys' fees.

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

13. All covenants, conditions and restrictions contained in this Declaration shall run with the land and shall be binding upon all parties and all persons owning any portions of the Premises and all persons claiming under them until the earlier of (i) fifty (50) years from the date hereof, (ii) the zoning classification of the Premises is changed from B4-2 Restricted Service District, or (iii) an instrument signed by a majority of the then owners of the Premises and the Office of the Alderman which has jurisdiction over the Premises is recorded against the Premises modifying, amending or terminating the covenants, conditions and restrictions contained herein.

14. This agreement was entered into and approved by Declarant, the 44th Ward Alderman, and CLVN as a compromise and settlement in order to permit a development consistent with the desire of the community. This proposed compromise and the underlying zoning change made pursuant hereto shall not be construed by any governmental body, zoning committee, zoning appeal board, or court as evidence of any "trend" or tendency of the neighborhood surrounding the Premises to be moving towards an area of greater residential or commercial density, or as indicating a trend or tendency towards the construction of structures of greater mass, size and height as permitted under the current R4 General Residence District classification of the City of Chicago.

15. This Declaration is executed by Tom Romano, Shareholder of R & R Developers, not personally, but solely in the exercise of the power and authority conferred upon and vested in him as a Shareholder. No personal liability shall be asserted or be enforceable against the Shareholder because or in respect to this Declaration or its making, issue or transfer, and all such liability, if any, is expressly waived by each taker and holder hereof; except that the Shareholder, his personal and individual capacity warrants that he as a Shareholder possesses full power and authority to execute this Declaration.

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date and year first above written.

Declarant:

R & R Developers

By: Tom Romano
Tom Romano

Property of Cook County Clerk's Office

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Exhibit A

Lots 4 and 5 in Siekel and Kagebein's Subdivision of the North 1/2 of Block 1 in the Subdivision of Outlot 6 in the Canal Trustees Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the the Third Principal Meridian in Cook County, Illinois.

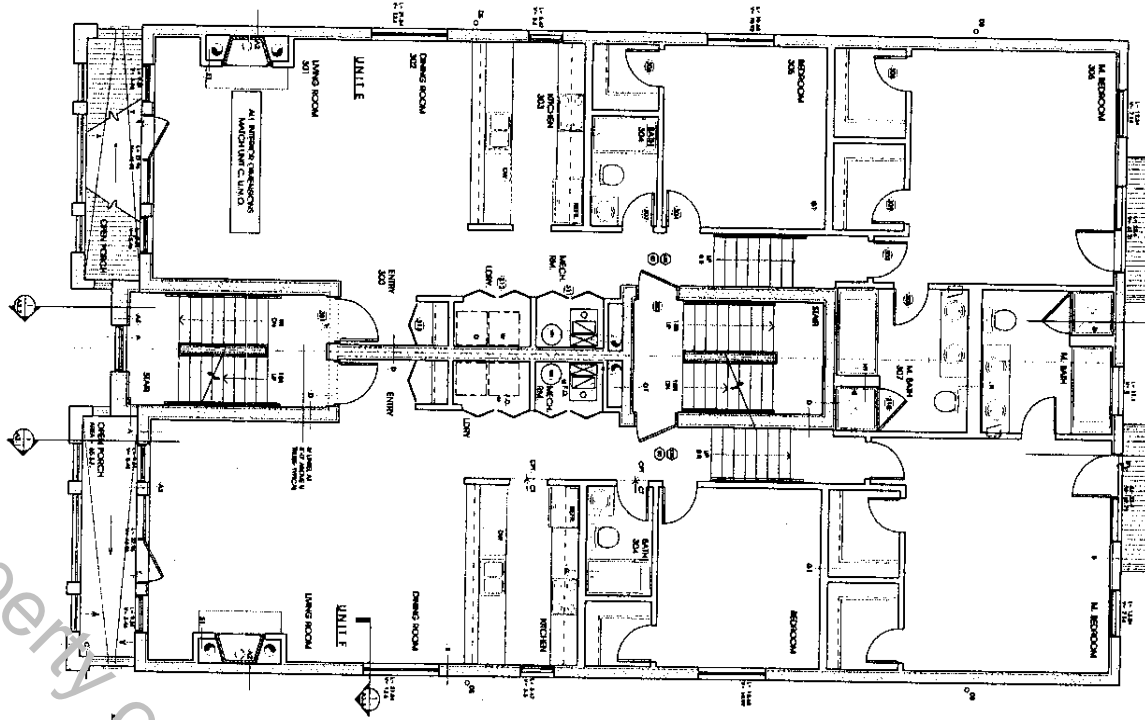
2946-48 North Sheffield

W:\Wilcox, Charlie\Exhibit A-2.wpd

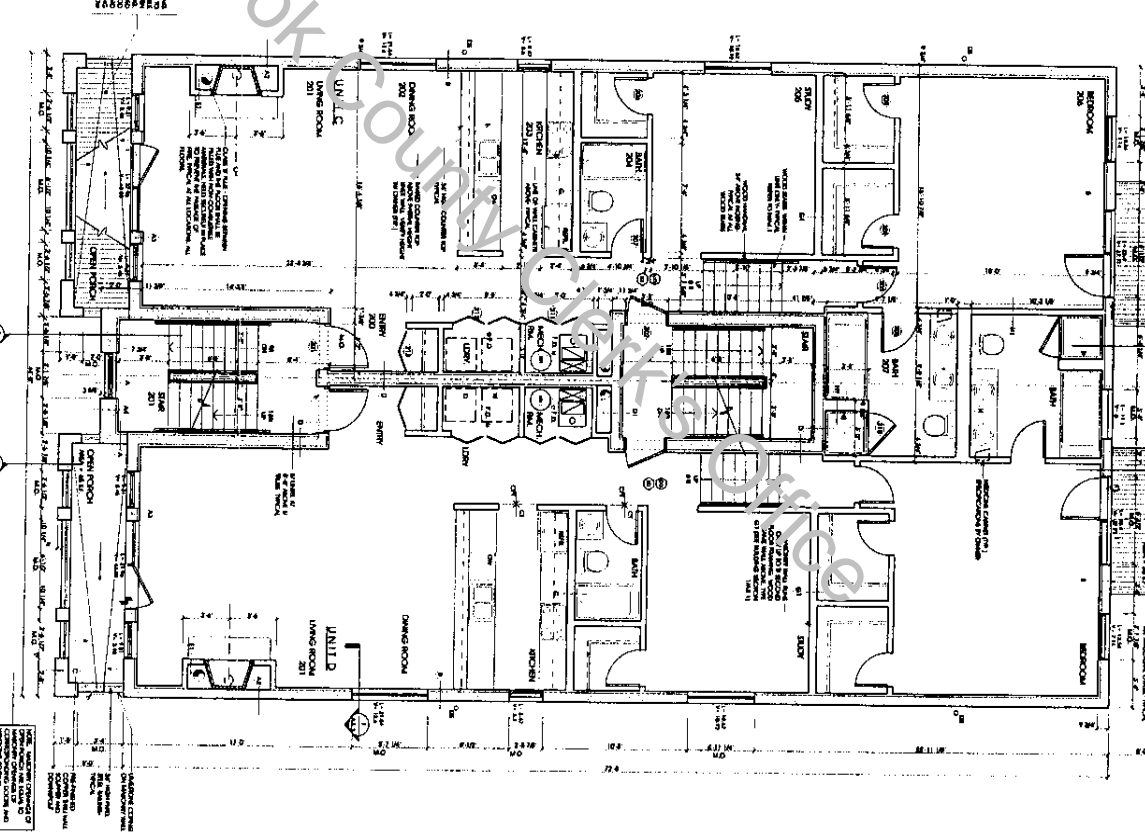
Property of Cook County Clerk's Office

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② THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"



① SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



NOTE: ALL DIMENSIONS SHOWN ON THESE PLANS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

PROPERTY OF COOK COUNTY

2946 N. SHEFFIELD
CHICAGO, IL

STEVAN COLETTI

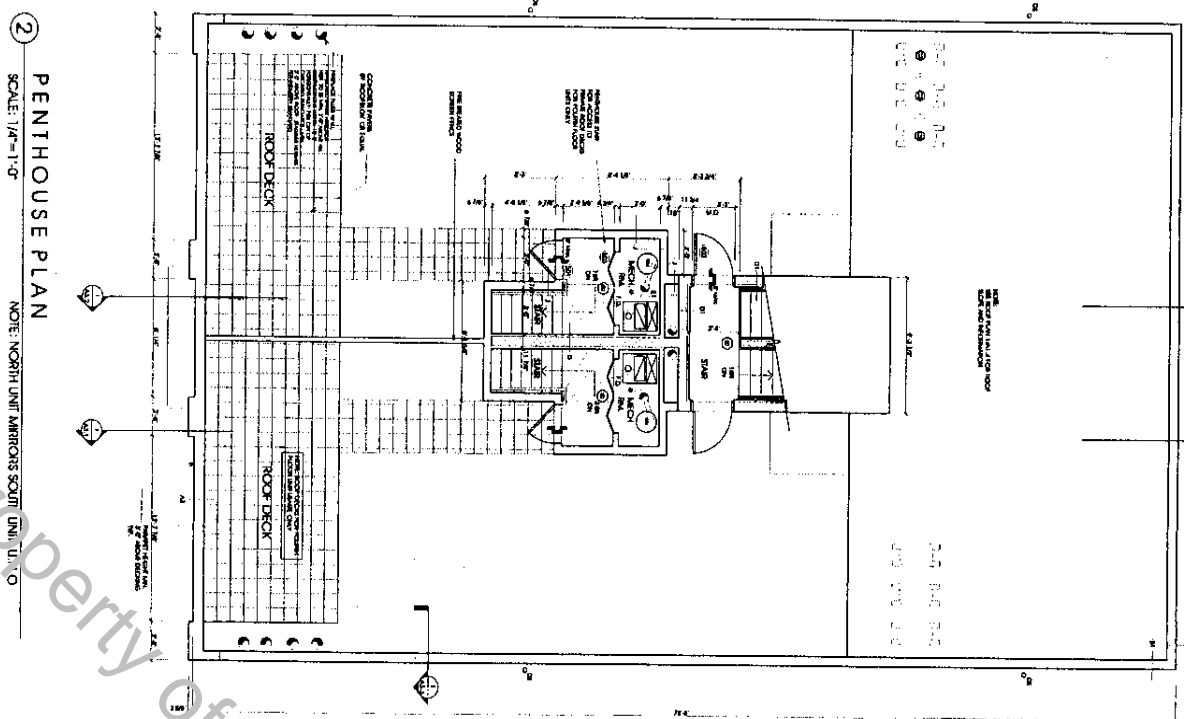
2946 N. SHEFFIELD
CHICAGO, ILLINOIS 60647-1115

CHICAGO, IL

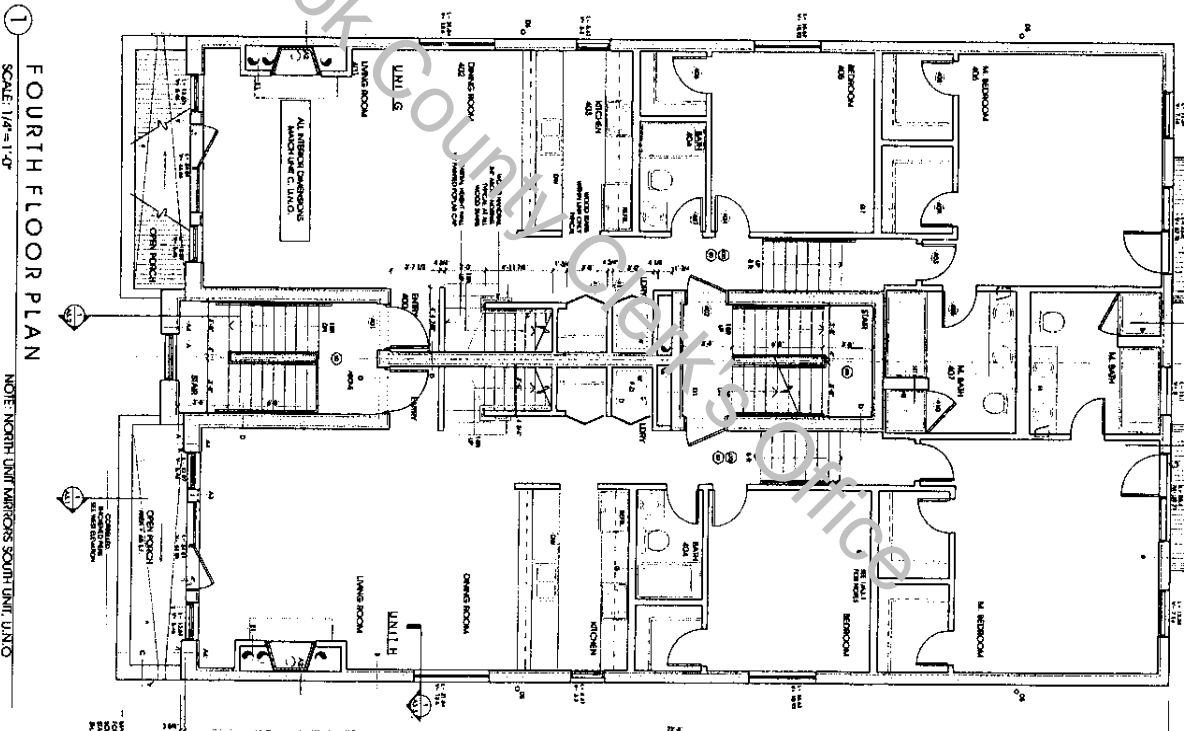
SECOND AND THIRD FLOOR PLANS

⊕ N A1.2

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② **PENTHOUSE PLAN**
 SCALE: 1/4"=1'-0"
 NOTE: NORTH UNIT MIRRORS SOUTH UNIT, U.N.O.



① **FOURTH FLOOR PLAN**
 SCALE: 1/4"=1'-0"
 NOTE: NORTH UNIT MIRRORS SOUTH UNIT, U.N.O.

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL WALLS ARE 1/2" THICK UNLESS NOTED OTHERWISE.
 3. ALL DOORS ARE 2'-0" HIGH AND 3'-0" WIDE UNLESS NOTED OTHERWISE.
 4. ALL WINDOWS ARE 4'-0" HIGH UNLESS NOTED OTHERWISE.
 5. ALL FLOORS ARE TO BE FINISHED WITH POLISHED CONCRETE.
 6. ALL CEILING ARE TO BE FINISHED WITH POP.
 7. ALL LIGHT FIXTURES ARE TO BE INSTALLED AS SHOWN.
 8. ALL ELECTRICAL WORK IS TO BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.
 9. ALL MECHANICAL WORK IS TO BE DONE IN ACCORDANCE WITH THE INTERNATIONAL MECHANICAL CODE.
 10. ALL PLUMBING WORK IS TO BE DONE IN ACCORDANCE WITH THE INTERNATIONAL PLUMBING CODE.
 11. ALL FINISHES ARE TO BE DONE IN ACCORDANCE WITH THE ARCHITECT'S SCHEDULE OF FINISHES.
 12. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE CITY OF CHICAGO CODES AND ORDINANCES.
 13. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE ILLINOIS CONSTRUCTION CODE.
 14. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE ILLINOIS PROFESSIONAL ENGINEERING ACT.
 15. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE ILLINOIS ARCHITECTURE ACT.
 16. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE ILLINOIS LAND SURVEYING ACT.
 17. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE ILLINOIS PROFESSIONAL LAND SURVEYING ACT.
 18. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE ILLINOIS PROFESSIONAL GEODESIC SURVEYING ACT.
 19. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE ILLINOIS PROFESSIONAL SURVEYING ACT.
 20. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE ILLINOIS PROFESSIONAL ENGINEERING AND SURVEYING ACT.

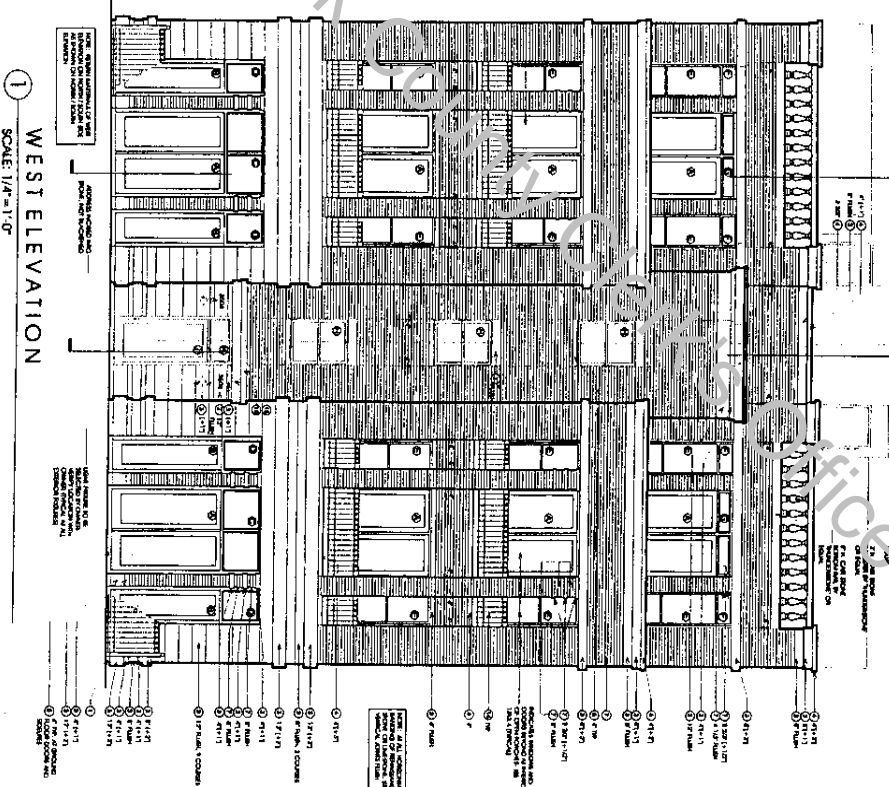
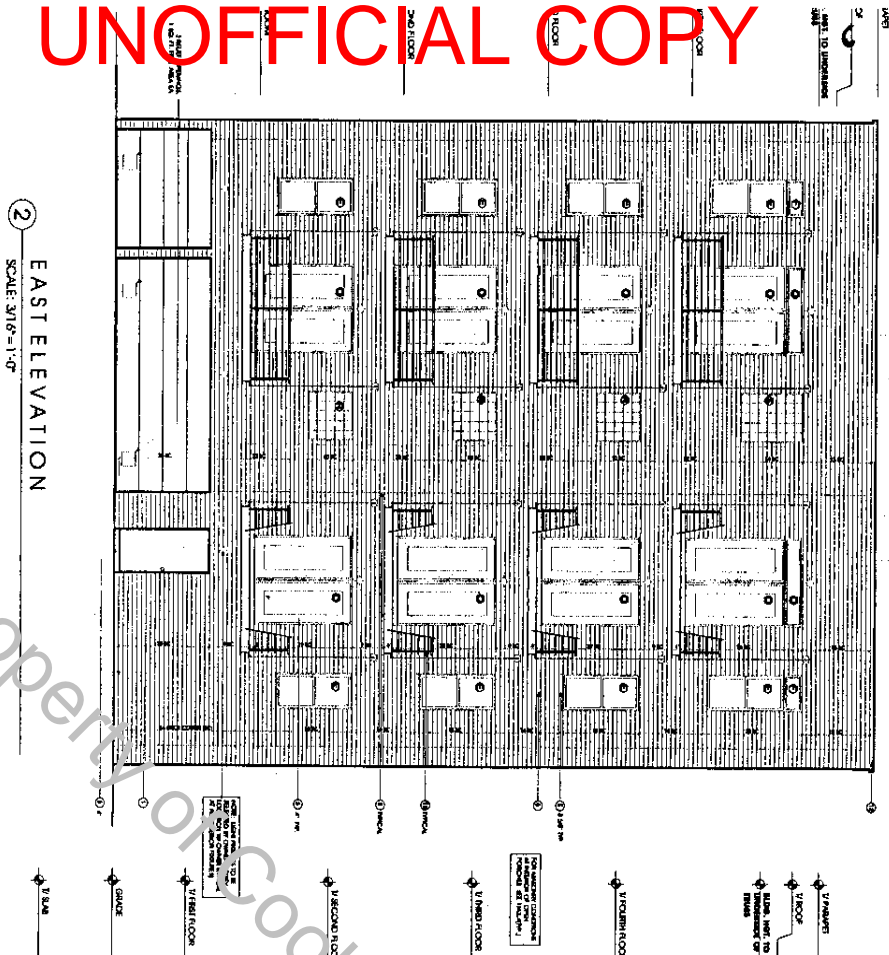
STILLVANK
CONSULTANTS
 2946 N. SHEFFIELD
 CHICAGO, IL

JAE N. VANDERLIN
 CHICAGO, ILLINOIS
 A132847113

FOURTH AND
 PENTHOUSE
 FLOOR PLANS

A1.3

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1 EAST ELEVATION
SCALE: 3/16"=1'-0"

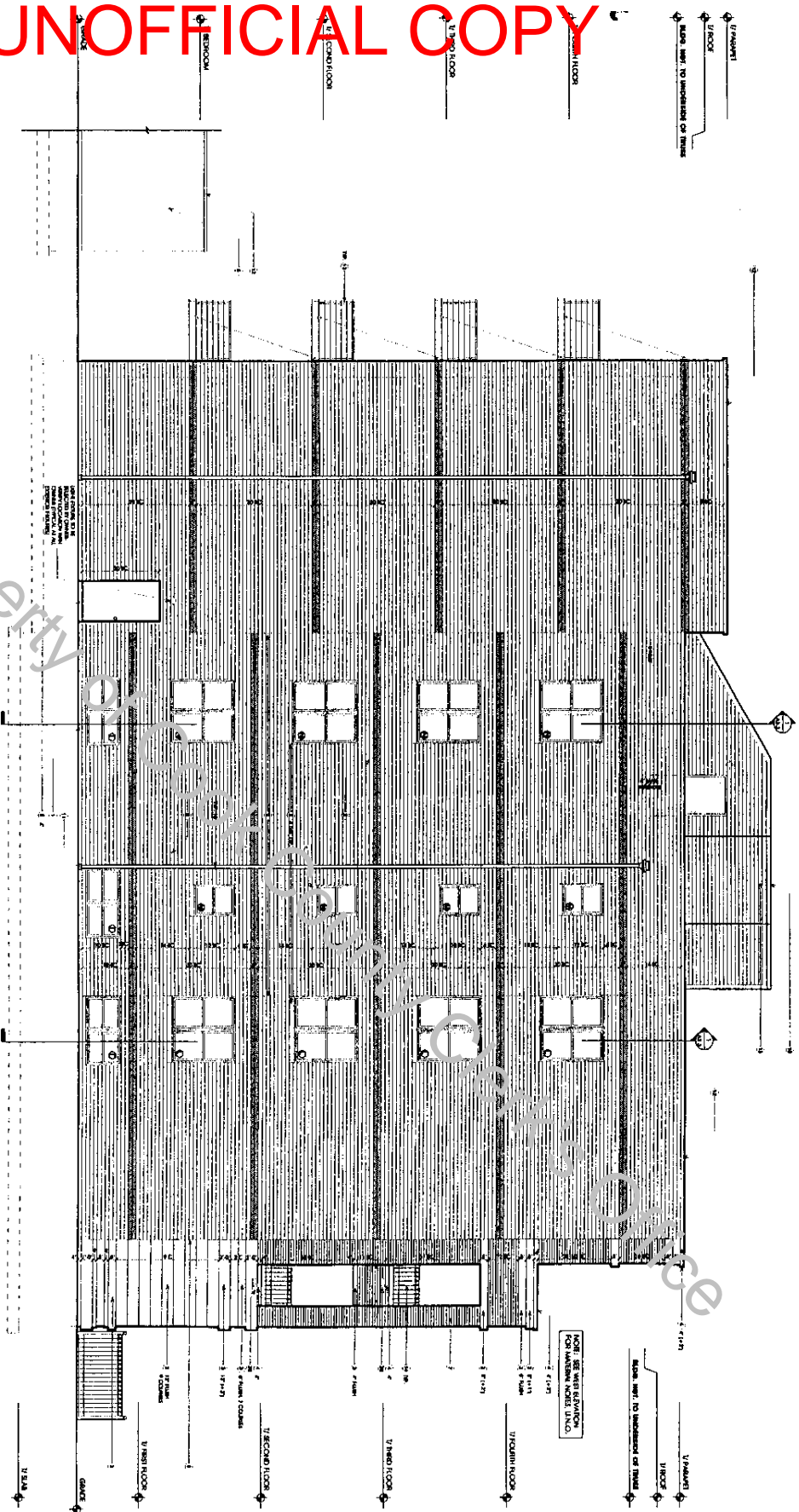
2 WEST ELEVATION
SCALE: 1/4"=1'-0"

1. Project Name: 2946 N. SHEPHERD
2. Project Address: CHICAGO, ILLINOIS 60614
3. Project No.: 12345678
4. Drawing No.: 12345678
5. Date: 12/31/2023
6. Scale: 1/4"=1'-0"
7. Project Manager: [Name]
8. Architect: [Name]
9. Designer: [Name]
10. Checker: [Name]
11. Approver: [Name]
12. Notes: [Notes]
13. Revision: [Revision]
14. [Notes]
15. [Notes]
16. [Notes]
17. [Notes]
18. [Notes]
19. [Notes]
20. [Notes]

2946 N. SHEPHERD
CHICAGO, IL
EAST AND WEST ELEVATIONS
A2.1

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1 NORTH/SOUTH ELEVATION
SCALE: 1/4"=1'-0"



1. The Architect shall be responsible for the design and construction of the building.
2. The Architect shall be responsible for the design and construction of the building.
3. The Architect shall be responsible for the design and construction of the building.
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20. The Architect shall be responsible for the design and construction of the building.

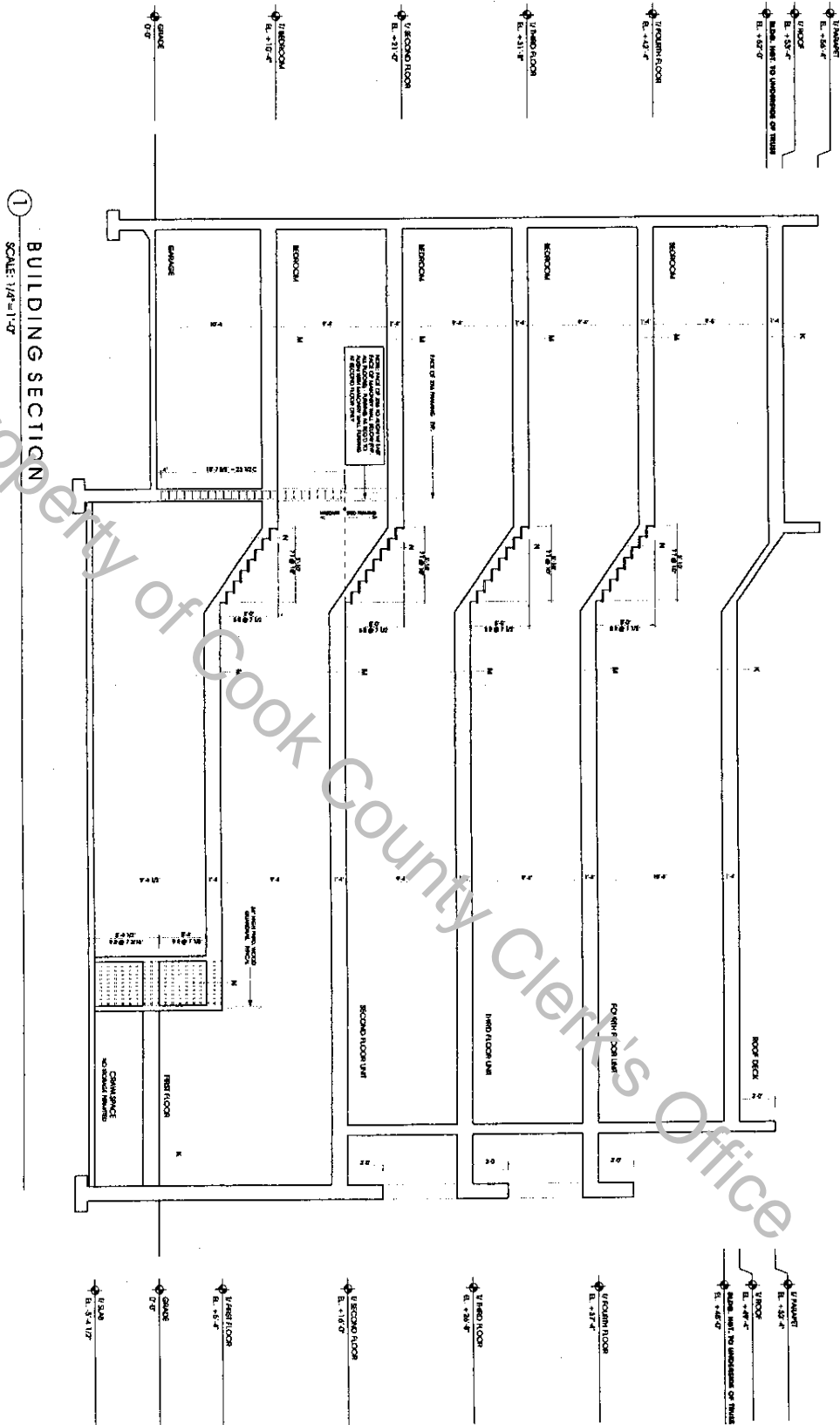
IRL I Y A N
S O U R C E

JERRY HANSLIN
CHICAGO, ILLINOIS
312.788.7412

2046 N.
SNEFFIELD
CHICAGO, IL
NORTH/SOUTH
ELEVATION

A2.2

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Property of Cook County Clerk's Office

BLUETIAN OVERVIEW	
387 N. LEXINGTON CHICAGO, ILLINOIS 60610-4212	
2946 N. SHEPHERD CHICAGO, IL	
BUILDING SECTION	
	A3.1