

# UNOFFICIAL COPY

14-31-430-043-0000



Doc#: 0402339002  
Eugene "Gene" Moore Fee: \$42.50  
Cook County Recorder of Deeds  
Date: 01/23/2004 08:48 AM Pg: 1 of 10

THIS INSTRUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:  
James J. Banks  
221 N. LaSalle St.  
38th Floor  
Chicago, IL 60601  
312-782-1983

## DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is made this 20 day of JANUARY, 2004, by Gary & Marina Levitas (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 1634 West North Avenue, 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 mixed use development, made up of one building with ground floor commercial space and sixteen residential units above grade; and

WHEREAS, the present zoning for the Premises is a C1-2 Restricted Commercial District; and

WHEREAS, in order to accommodate Declarant's Intended Use, Declarant intends to effectuate a zoning change for the Premises to a B4-3 Restricted Service District; and

WHEREAS, if the proposed zoning change to a B4-3 Restricted Service District is approved by the City of Chicago, it shall be subject to a restrictive covenant being recorded against the Premises to limit the use to that of a mixed use building with commercial space on the ground floor and sixteen residential units above as proposed; and

WHEREAS, Declarant, in consideration of the City's consent to the B4-3 Restricted Service District zoning change, shall encumber the Premises with a restrictive covenant setting forth the aforesated restrictions, all as more specifically set forth below.

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## 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 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.
3. The premises, or any portion thereof, shall be used solely for the proposed mixed use commercial and residential building development.
4. The subject property is approximately 12,125 square feet and is currently improved with a commercial building containing an auto body shop.
5. The proposed structure to be located at 1634 West North will be of all masonry exterior construction, contain commercial space at grade, sixteen dwelling units, garage parking for 24 automobiles, and off-street, outdoor parking for 4 automobiles.
6. The proposed new buildings shall be of masonry construction and shall be in substantial compliance with architectural drawings drafted by DesignBridge Ltd. Architects attached hereto as Exhibit "B."
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.
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

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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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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, against any person or persons violating 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.

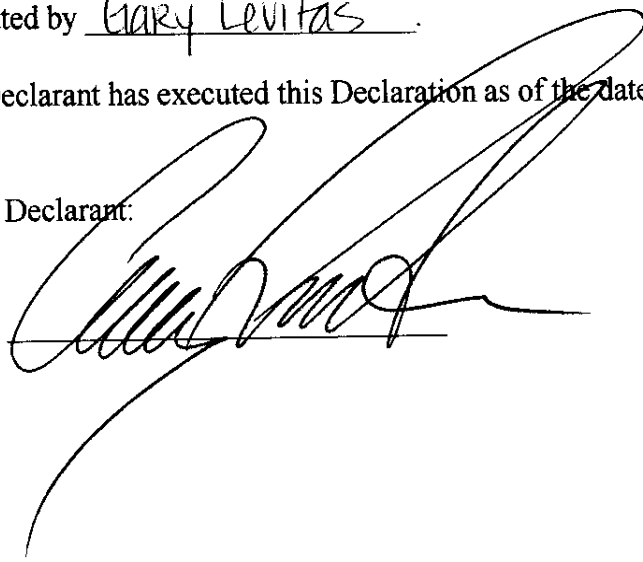
13. All covenants, conditions and restrictions contained in this Declaration shall run with the land and shall be binding upon all parties and all persons owning any portions of the Premises and all persons claiming under them until the earlier of (i) fifty (50) years from the date hereof; (ii) the zoning classification of the Premises changed from B4-3 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 Declaration is executed by GARY LEVITAS.

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

Declarant:

By:



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STATE OF ILLINOIS        )  
  )SS  
COUNTY OF COOK        )

I, Regina Staschke, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gary Levitas, personally known to me to be the same person whose names are subscribed to the foregoing DECLARATION OF RESTRICTIVE COVENANT, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 20<sup>th</sup> day of January 2003.

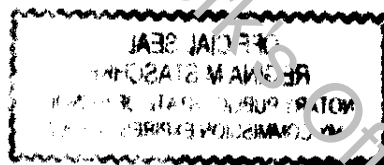


Regina Staschke  
Notary Public

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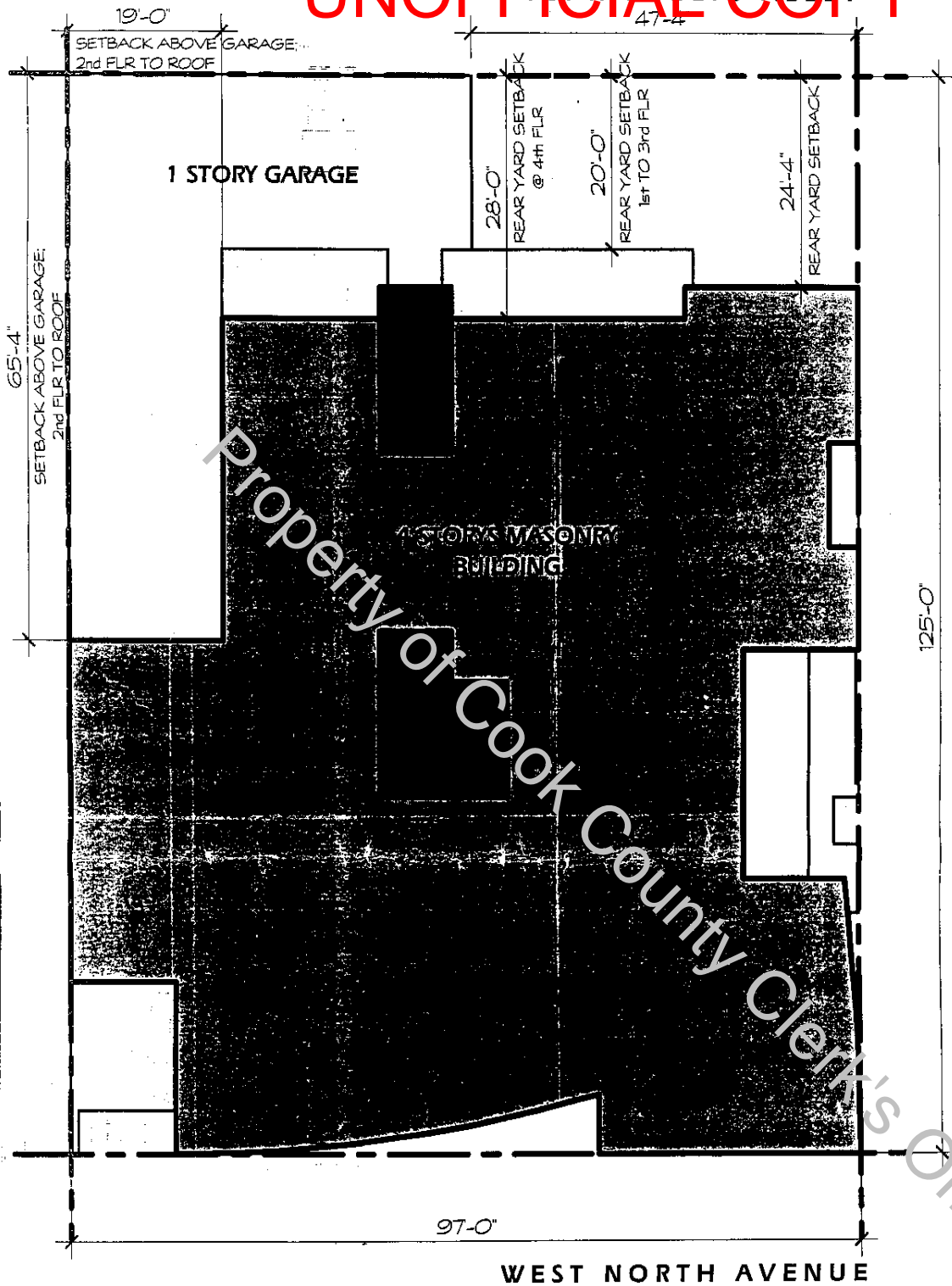
## EXHIBIT "A"

Lots 7, 8 and 9 in Fitch's Subdivision of the Southwest Quarter (1/4) of Block 25 in Sheffield's Addition to Chicago in Section 29, 31 and 32. Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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"Exhibit B"

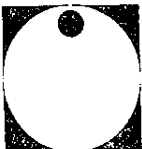


Property of Cook County Clerk's Office

# PROJECT SITE PLAN

SCALE: 3/32" = 1'-0"

NORTH



REFER TO LANDSCAPE DRAWING SHT. L-1 FOR ADDITIONAL SITE INFORMATION.





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**GENERAL NOTES**

◇ EXTERIOR MATERIALS:-

- 1 BRICK - 2 1/2" MODULAR
- 2 CONCRETE
- 3 LOCAL RED ROUGHCAST
- 4 REMANENCE BRICKS, UNITS
- 5 - SHOOTING RANGE (ON UNO)
- 6 - ROCK FACE (2, 5, 6, 4, 1)
- 7 - CONCRETE (ON UNO)
- 8 - LOCAL RED BRICKS, UNITS
- 9 - PRODUCTS

CONCRETE FINISH UNITS - ALL EXTERIOR FINISH UNITS SHOULD ACCORDING TO INTEGRAL WATER PROOFING IN THE UNITS & MORTAR.

- 9 - 4" CMU VENEER BRICKFACE
- 7 - 4" CMU VENEER FOOTING
- 8 LIFESTONE LANT
- 9 LIFESTONE SILL
- 10 LIFESTONE SILL
- 11 LIFESTONE SILL
- 12 LIFESTONE SILL
- 13 LIFESTONE SILL
- 14 ALUMINUM CLASSED BALCONY RAILS
- 15 ALUMINUM CLASSED EXTENSIVE RAILS
- 16 ALUMINUM CLASSED EXTENSIVE RAILS
- 17 EXTERIOR LIGHT FIXTURES

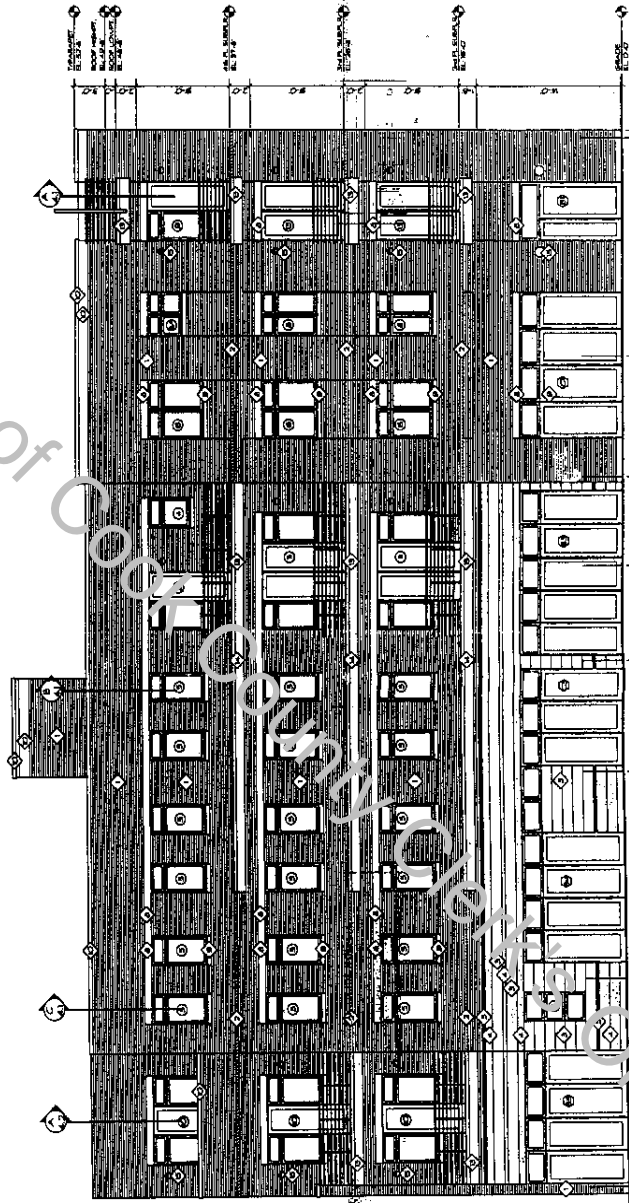
NO. DATE REVISION

DESIGNER: DESIGNBRIDGE  
 111 WEST WASHINGTON  
 CHICAGO, ILLINOIS 60601  
 TEL: 312.467.1000 FAX: 312.467.1001  
 WWW.DESIGNBRIDGE.COM

**NORTHFIELD PLACE**  
 1634 WEST NORTH AVENUE  
 CHICAGO, ILLINOIS

**EXTERIOR ELEVATION**

35002-1  
 A-2.2



SOUTH ELEVATION (NORTH AVENUE)

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



