

# UNOFFICIAL COPY



Doc#: 0608727120 Fee: \$46.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/28/2006 04:02 PM Pg: 1 of 12

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

2nd THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is made this day of February, 2006, by Desmond Builders, Inc. (sometimes hereinafter referred to as "Declarant").

### RECITALS:

WHEREAS, Declarant is the Owner of a certain parcel of real estate in Chicago, Cook County, Illinois commonly known as 2357 West Belmont, Chicago, Illinois, and legally described on Exhibit "A", attached hereto and made a part hereof ("Premises"); and

WHEREAS, the Premises has a dimension of 25' in width and 120.00' in depth, for a total of 3,000 square feet of lot area; and

WHEREAS, Declarant intends that the Premises be developed with a new four (4) story mixed use building with commercial space at grade and three (3) dwelling units above, with on-site parking for three (3) cars; and

WHEREAS, the present zoning for the Premises is a C1-1 Neighborhood Commercial District; and

WHEREAS, in order to accommodate Declarant's Intended Use, Declarant intends to effectuate a zoning change for the Premises to a B2-2 Neighborhood Mixed-Use District; and

WHEREAS, if the proposed zoning change to a B2-2 Neighborhood Mixed-Use 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 new mixed use building containing commercial space at grade and three (3) dwelling units above, with on-site parking for three (3) cars; and

WHEREAS, Declarant, in consideration of the City of Chicago's consent to the B2-2 Neighborhood Mixed-Use District zoning change, shall encumber the Premises with a restrictive covenant setting forth the aforesaid restrictions, all as more specifically set forth below.

P.I.N. # 14-19-329-033-0000

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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 building containing of commercial space at grade, three (3) dwelling units above, and on-site parking for three (3) cars.
4. The subject property is 3,000 square feet and is currently improved with a one and half story brick residence.
5. The proposed development shall consist of a mixed use building containing commercial space at grade and three (3) dwelling units above, with on-site parking for three (3) cars. Building height shall be no more than 43'6". Building height is measured pursuant to Section 17-17-0311 of the Chicago Zoning Ordinance (2004) and is measured as the vertical distance from grade to the highest point of the underside of the top floor's ceiling joist, where a "floor" is a space having a ceiling height greater than 6'9". Provisions for trash enclosure shall be provided on-site.
6. The proposed development shall have split face only on the east side or right side of the proposed building. The rest of the development shall be all brick.
7. The proposed development shall have anti-graffiti film on storefront windows.
8. The final product shall be in substantial compliance with architectural drawings drafted by Vari Architects, attached hereto as Exhibit "B".
9. 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.
10. 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.

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11. 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.

12. 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.

13. 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.

14. 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.

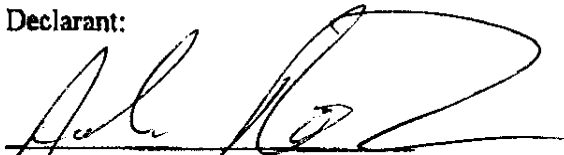
15. Upon completion of the proposed project as detailed by architectural drawings drafted by Vari Architects, and attached hereto as exhibit "E", all covenants, conditions and restrictions contained in this Declaration shall run with the land and shall be binding upon all parties and all persons owning 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 B2-2 Neighborhood Mixed-Use 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.

16. This Declaration is executed by Aiden Desmond, President of Desmond Builders, Inc.

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

Declarant:



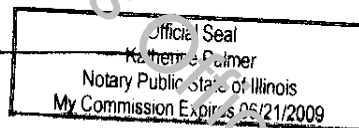
Aiden Desmond  
President of Desmond Builders, Inc.

STATE OF ILLINOIS     )  
  )SS  
COUNTY OF COOK     )

I, Katherine Palmer, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Aiden Desmond, President of Desmond Builders, Inc.** 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 purposed therein set forth.

GIVEN under my hand and seal, this 2nd day of February, 2006.

Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION:

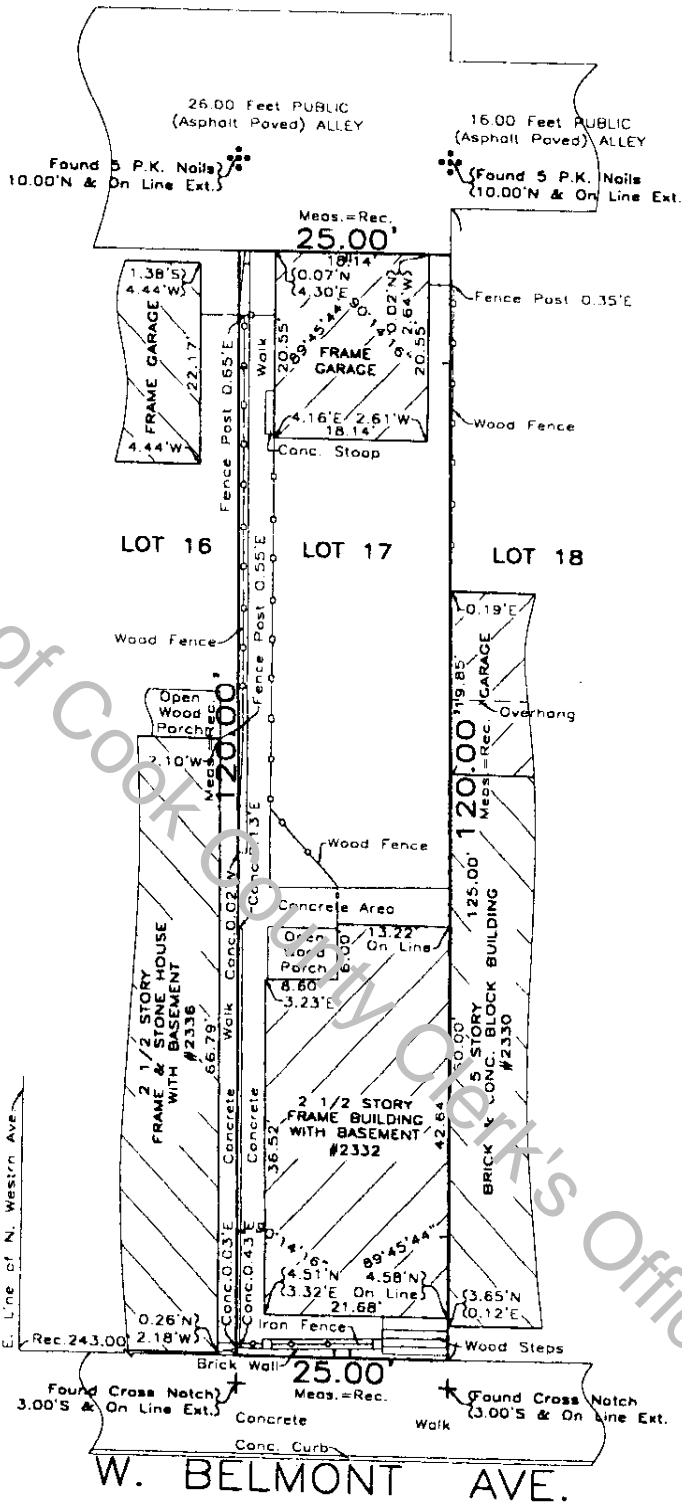
LOT 17 IN BLOCK 2 IN THE SUBDIVISION OF BLOCK 45 (EXCEPT THE SOUTH 266 FEET OF THE WEST 218 FEET THEREOF) IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  AND THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  AND THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  THEREOF), IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 2332 West Belmont

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0608727120 Page: 6 of 12  
PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/4 OF THE SOUTHEAST 1/4 THEREOF, IN COOK COUNTY, ILLINOIS.  
TOTAL NET AREA: 2,919.98 SQ. FT. 0.0668 ACRE  
COMMONLY KNOWN AS: 2332 WEST BELMONT AVENUE, CHICAGO, ILLINOIS.



UPDATE: November 23, 2005  
ORDERED BY: DESMOND BUILDERS INC.

THE LEGAL DESCRIPTION SHOWN ON THE PLAT HEREON DRAWN IS A COPY OF THE ORDER, AND FOR ACCURACY SHOULD BE COMPARED WITH THE TITLE OR DEED. DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING. BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR ABSTRACT.

Order No. 05-71835  
Scale: 1 inch = 16 feet.  
Date of Field Work: July 7, 2005  
Ordered by: GUTMANN & ASSOCIATES  
Attorneys at Law



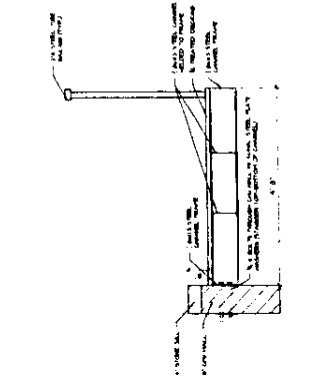
THIS PROFESSIONAL SERVICE CONFORMS TO THE ILL. MINIMUM STANDARDS FOR BOUNDARY SURVEY. THIS SURVEY HAS BEEN ORDERED FOR SURFACE DIMENSIONS ONLY, NOT FOR ELEVATIONS. THIS IS NOT AN ALTA SURVEY.

COMPARE ALL POINTS BEFORE BUILDING BY SAME AT ONCE REPORT ANY DIFFERENCE.

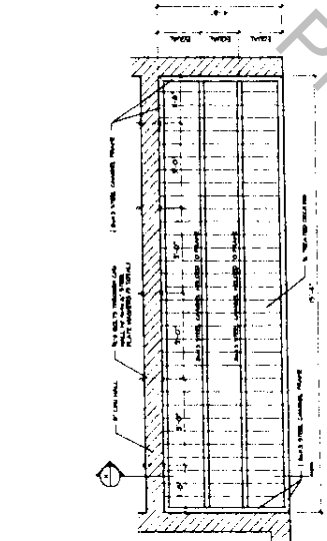
State of Illinois  
County of Cook ss.  
We, PROFESSIONALS ASSOCIATED SURVEY INC., do hereby certify that we have surveyed the above described property and to the best of our knowledge, the plat hereon drawn is an accurate representation of said survey.  
Date: November 28, 2005.

Hilton E. Donaldson  
ILL. PROF. LAND SURVEYOR - LICENSE EXP. DATE NOV. 30, 2006.  
Drawn by: J. K.

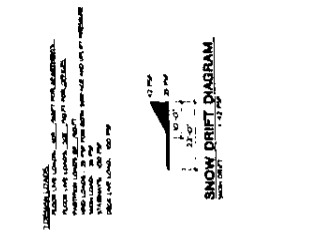
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REAR DECK PLAN

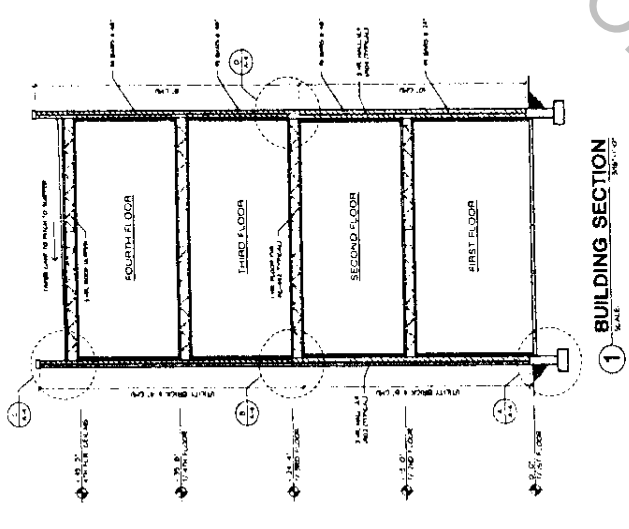


DECK DETAIL

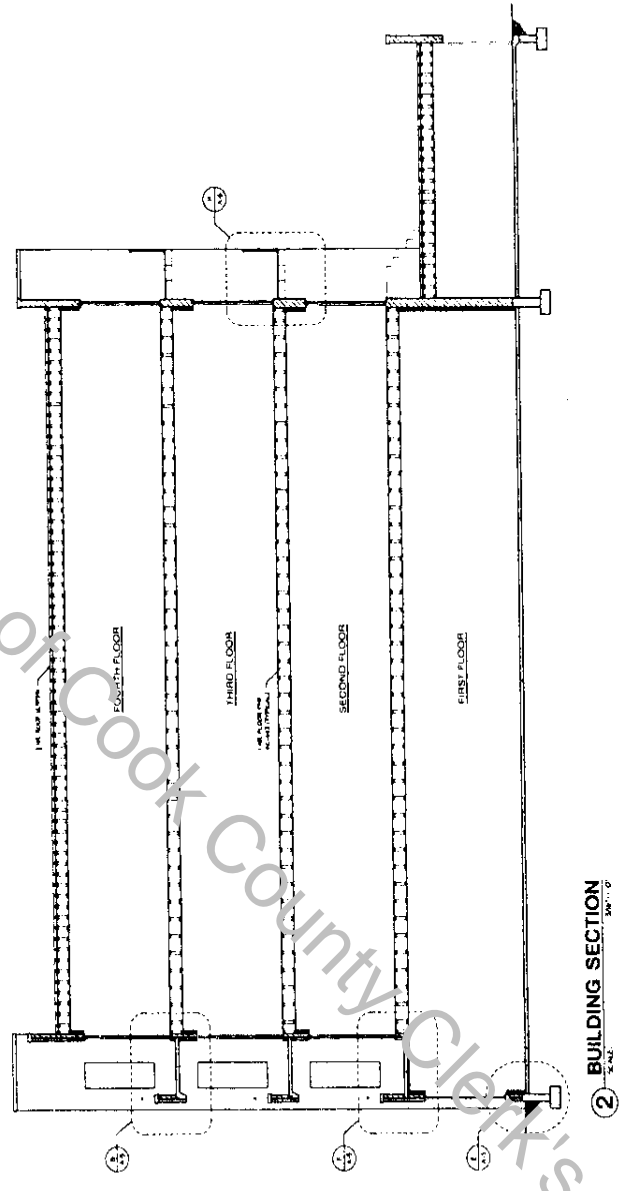


SNOW DRIFT DIAGRAM

STRUCTURAL NOTES: 1. GENERAL NOTES... 2. FOUNDATION... 3. CONCRETE... 4. STEEL... 5. PARTIAL... 6. FINISHES... 7. OTHER NOTES...



BUILDING SECTION 1



BUILDING SECTION 2

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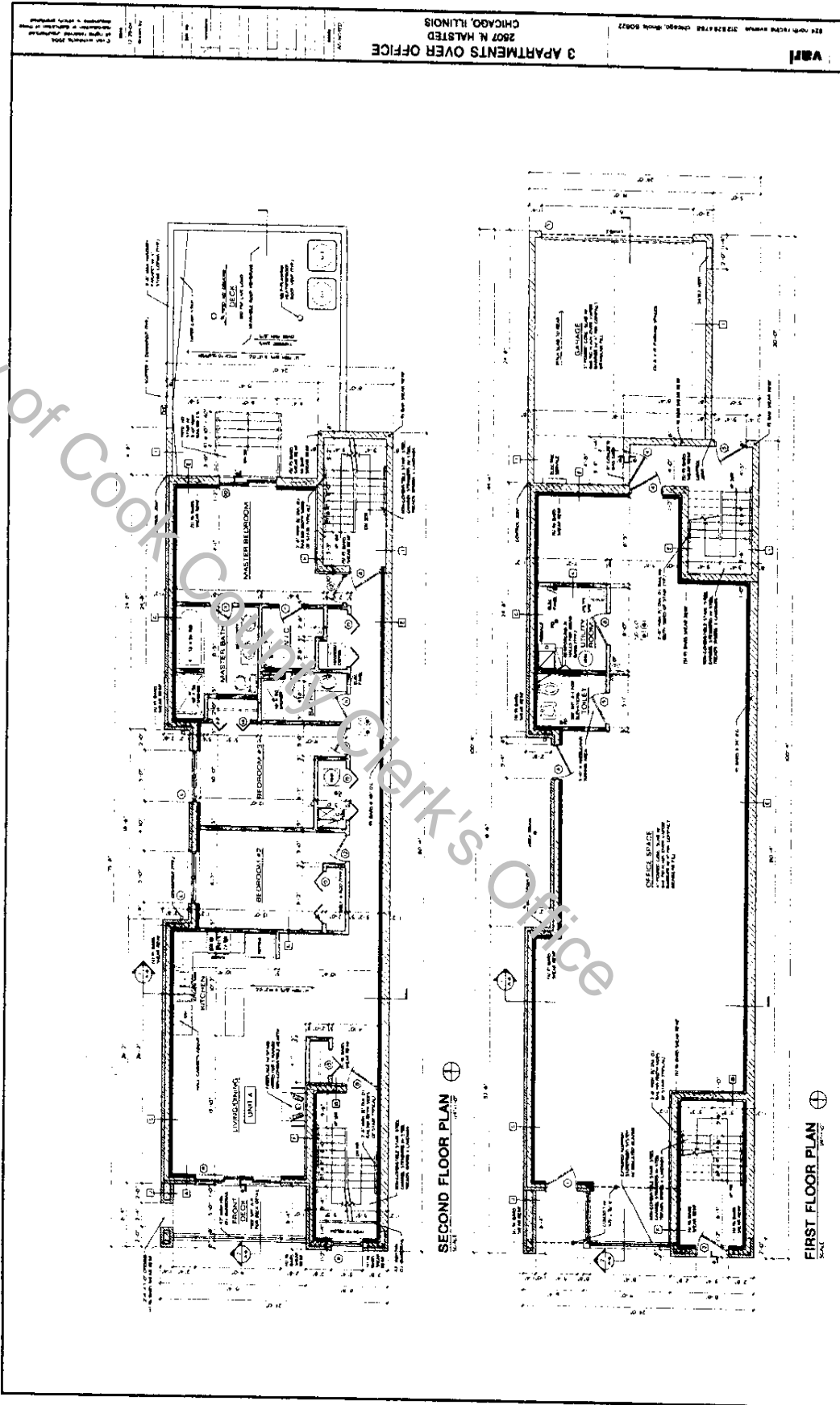








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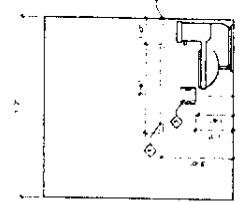
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3 PARTMENTS OVER OFFICE  
250 N. HALS ED  
CHICAGO, ILLINOIS  
825 NORTH HALS AVENUE CHICAGO, ILLINOIS 60612

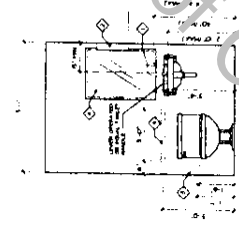
Sheet	Description
1	BASE FOUNDATION PLAN - NORTH & SOUTH ELEVATIONS
2	FOUNDATION PLAN - WEST & EAST ELEVATIONS
3	FOUNDATION PLAN - NORTH & SOUTH ELEVATIONS
4	FOUNDATION PLAN - WEST & EAST ELEVATIONS
5	FOUNDATION PLAN - NORTH & SOUTH ELEVATIONS
6	FOUNDATION PLAN - WEST & EAST ELEVATIONS
7	FOUNDATION PLAN - NORTH & SOUTH ELEVATIONS
8	FOUNDATION PLAN - WEST & EAST ELEVATIONS
9	FOUNDATION PLAN - NORTH & SOUTH ELEVATIONS
10	FOUNDATION PLAN - WEST & EAST ELEVATIONS

CITY OF CHICAGO DEPARTMENT OF CONSTRUCTION AND PERMITS	
Project Name	Project No.
3 PARTMENTS OVER OFFICE	250 N. HALS ED
250 N. HALS AVENUE	CHICAGO, ILLINOIS 60612
Project Engineer	Project Designer
Project Checker	Project Approver
Project Date	Project Status
Project Location	Project Type
Project Description	Project Notes



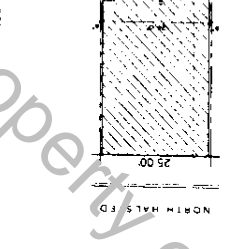
**TOILET ELEVATION RETAILANCE SCHEDULE NOTES**

- 1. TOILET SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO PLUMBING CODE.
- 2. TOILET SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO ELECTRICAL CODE.
- 3. TOILET SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO MECHANICAL CODE.
- 4. TOILET SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO FIRE CODE.
- 5. TOILET SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO BUILDING CODE.
- 6. TOILET SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO HEALTH CODE.
- 7. TOILET SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO ENVIRONMENTAL CODE.
- 8. TOILET SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO SAFETY CODE.
- 9. TOILET SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO ACCESSIBILITY CODE.
- 10. TOILET SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO ENERGY CODE.



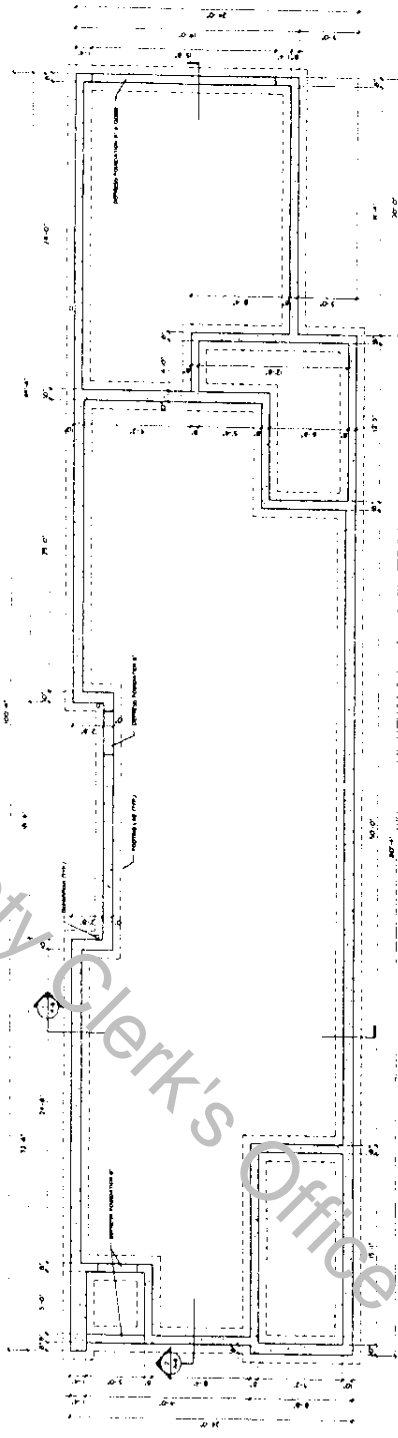
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- 10. TOILET SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO ENERGY CODE.



**GENERAL NOTES**

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO PLUMBING CODE.
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ELECTRICAL CODE.
- 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO MECHANICAL CODE.
- 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO FIRE CODE.
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- 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO SAFETY CODE.
- 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ACCESSIBILITY CODE.
- 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ENERGY CODE.



**FOUNDATION PLAN RETAILANCE SCHEDULE NOTES**

- 1. FOUNDATION SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO PLUMBING CODE.
- 2. FOUNDATION SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO ELECTRICAL CODE.
- 3. FOUNDATION SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO MECHANICAL CODE.
- 4. FOUNDATION SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO FIRE CODE.
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