

# UNOFFICIAL COPY



Doc#: 0634234089 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/08/2006 02:09 PM Pg: 1 of 9

THIS INSTRUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:

Sylvia C. Michas  
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 28<sup>th</sup> day of November 2006, by John Klyta (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 1657 North Campbell, 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 125' in depth, for a total area of 3,125 square feet of lot area; and

WHEREAS, Declarant intends that the Premises be redeveloped into a new three-story residential building containing six (6) dwelling units and on-site parking for five (5) cars and

WHEREAS, the present zoning for the Premises is a B3-1 Community Shopping District District; and

WHEREAS, in order to accommodate Declarant's Intended Use, Declarant intends to effectuate a zoning change for the Premises to a B2-3 Neighborhood Mixed-Use District; and

WHEREAS, if the proposed zoning change to a B2-3 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 a renovated three-story residential building, containing six (6) dwelling units and on-site parking for five (5) cars; and

WHEREAS, Declarant, in consideration of the City of Chicago's consent to the B2-3 Neighborhood Mixed-Use District, shall encumber the Premises with a restrictive covenant setting forth the aforesaid restrictions, all as more specifically set forth below.

# UNOFFICIAL COPY

## 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 renovated three-story residential building, containing six (6) dwelling units and on-site parking for five (5) cars; and
4. The subject property is 3,125 square feet and is currently improved with a three-story building.
5. The proposed renovation shall consist of the existing three-story residential building which will contain six (6) dwelling units and on-site parking for five (5) cars. Building height shall be no more than 35.4". 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".
6. The proposed renovation shall not consist of any split face or cinder block exterior elements; it shall be all brick.
7. The proposed renovation shall not contain front patio pit or walk-out front basement.
8. The proposed renovation shall not include an expansion of the existing rooftop deck.
9. The Premises shall be professionally serviced and maintained to remain rodent free throughout all phases of renovation.
10. The final product shall be in substantial compliance with architectural drawings drafted by Eduardo Proenza, Architect, attached hereto as Exhibit "B".
11. 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.

# UNOFFICIAL COPY

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Upon completion of the proposed project, as detailed by architectural drawings drafted by Eduardo Proenza, Architect, and attached hereto as Exhibit "B", 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 B2-3 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.

18. This Declaration is executed by John Klyta.

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION:

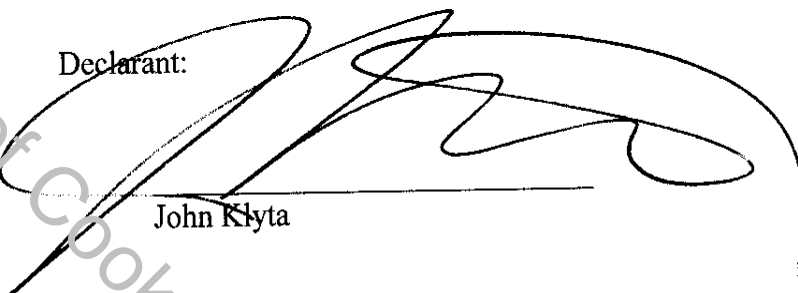
LOT 47 IN G.W. & T.J. HIGGINS' SUBDIVISION OF THE WEST ½ OF BLOCK 8 OF JOHNSTON'S SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

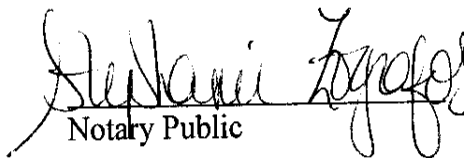
Declarant:

  
\_\_\_\_\_  
John Klyta

STATE OF ILLINOIS     )  
                                  )SS  
COUNTY OF COOK     )

I, STEPHANIE ZOGRAFOS a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **John Klyta** 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 28<sup>th</sup> day of November, 2006.

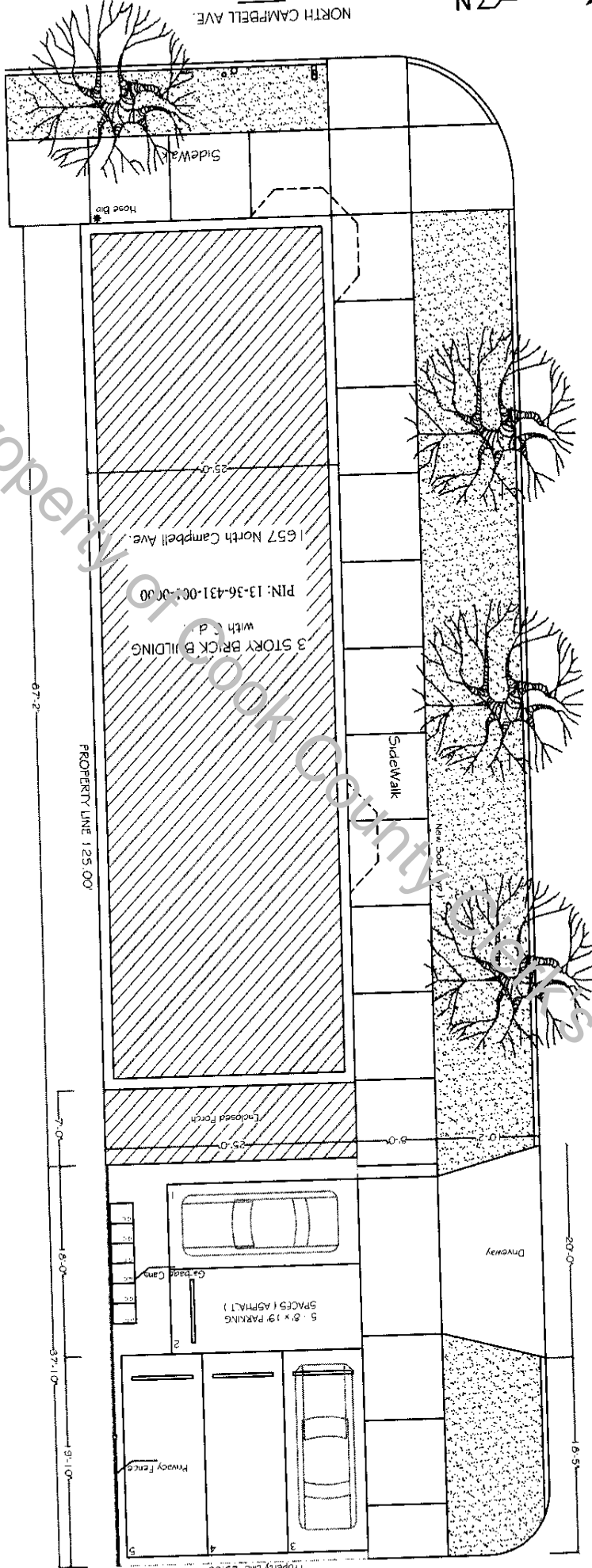
  
\_\_\_\_\_  
Notary Public



# UNOFFICIAL COPY

SITE PLAN  
NTS

NORTH CAMPBELL AVE.



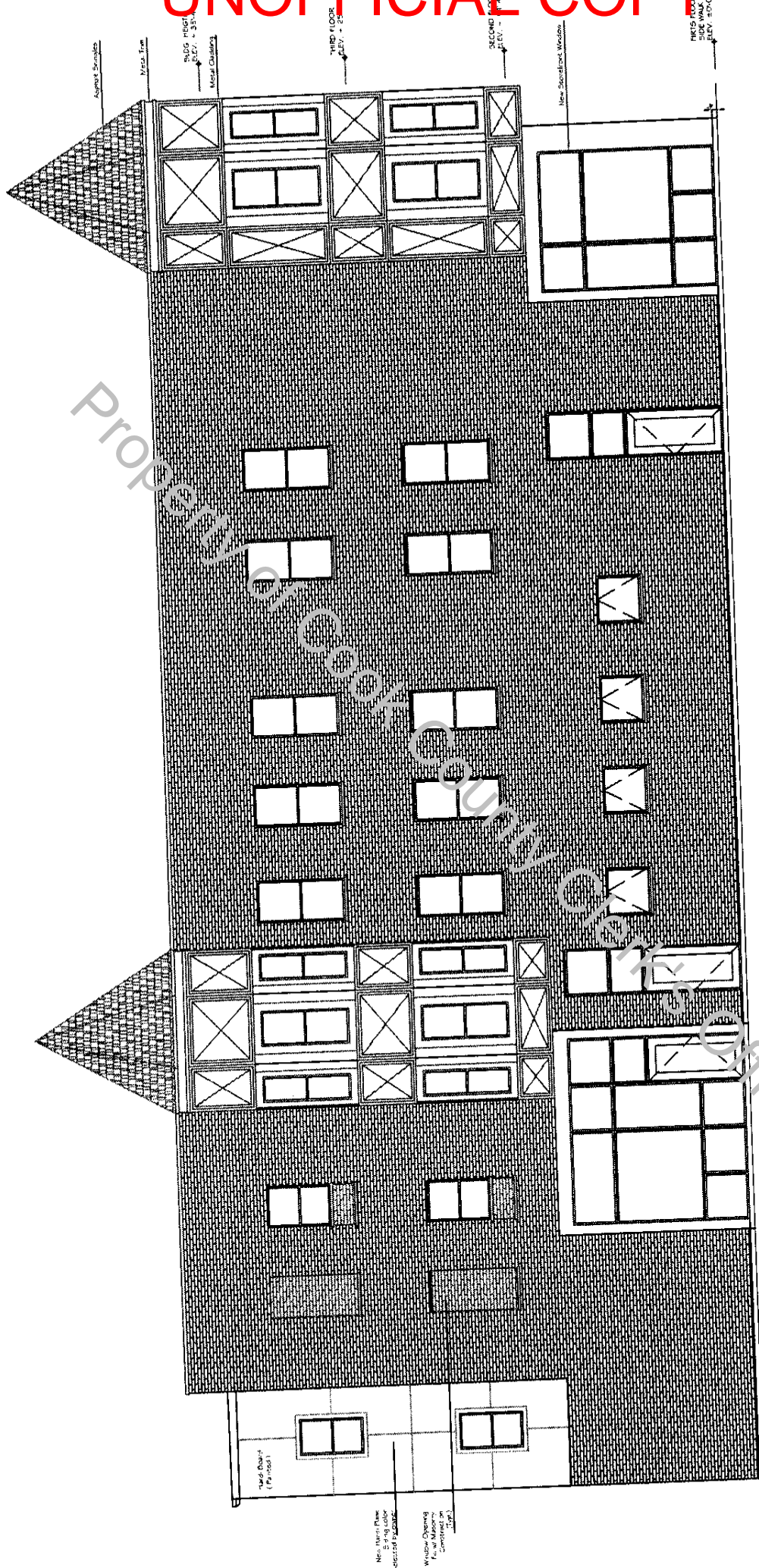
Property of Cook County Office

WEST WABANSIA AVE.  
TRAFFIC DIRECTION

16 PUBLIC ALLEY

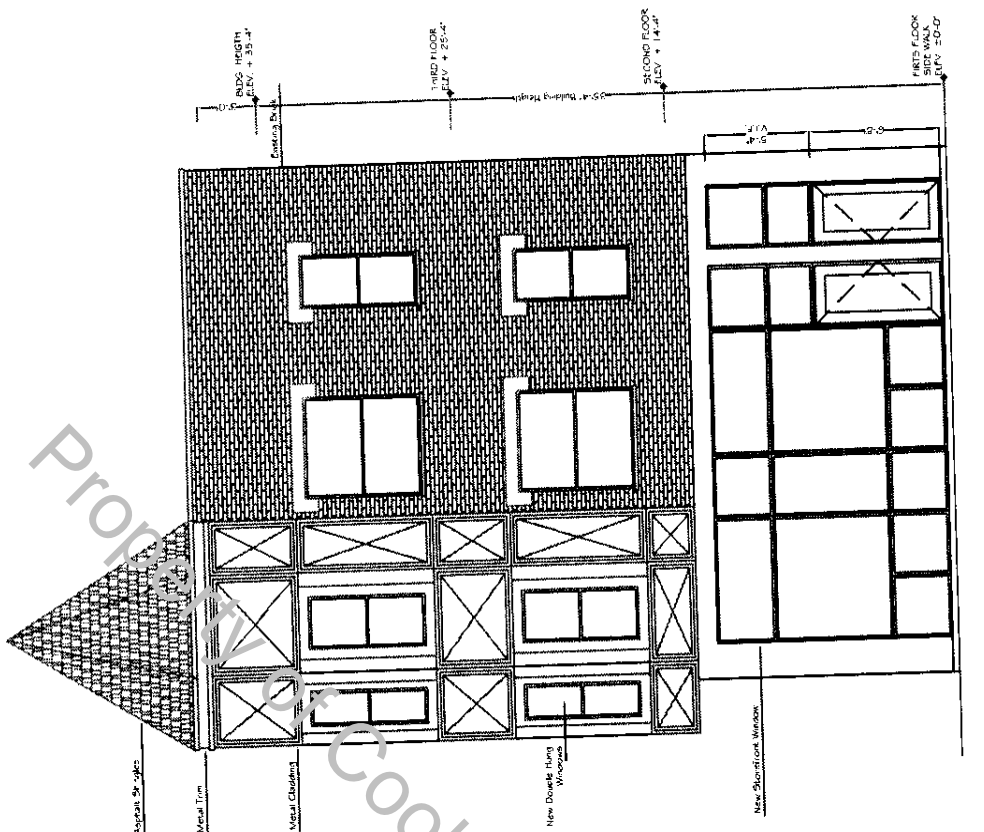
Property Line 25.00'

# UNOFFICIAL COPY

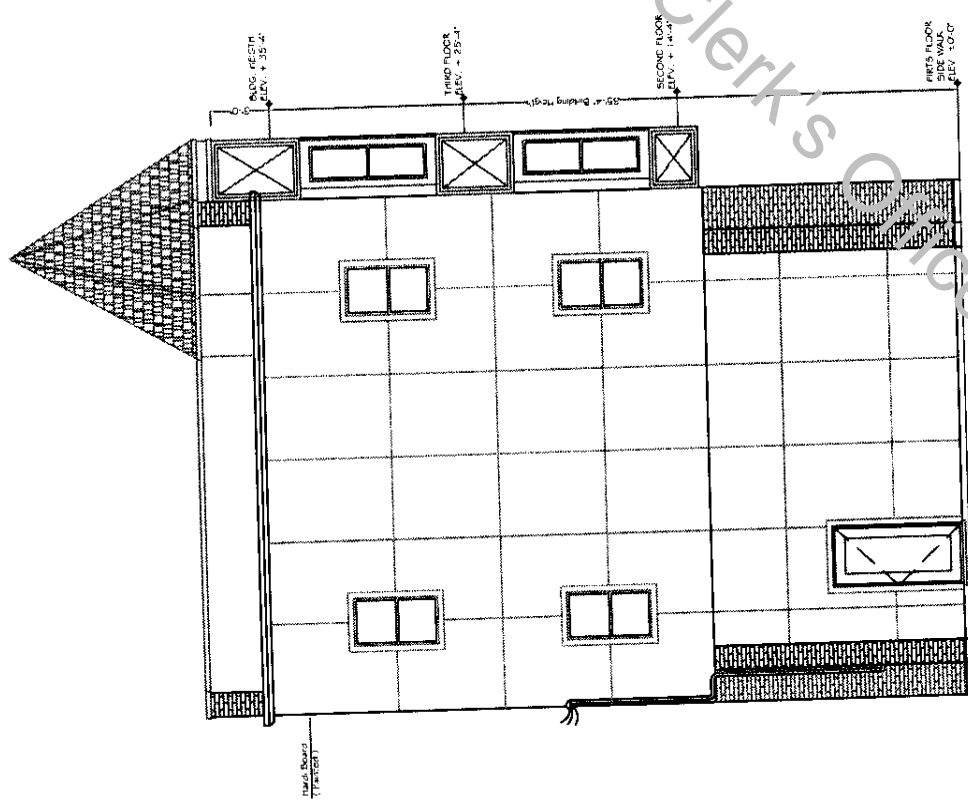


North Elevation

# UNOFFICIAL COPY



West Elevation



East Elevation

Property of Cook County Clerk's Office

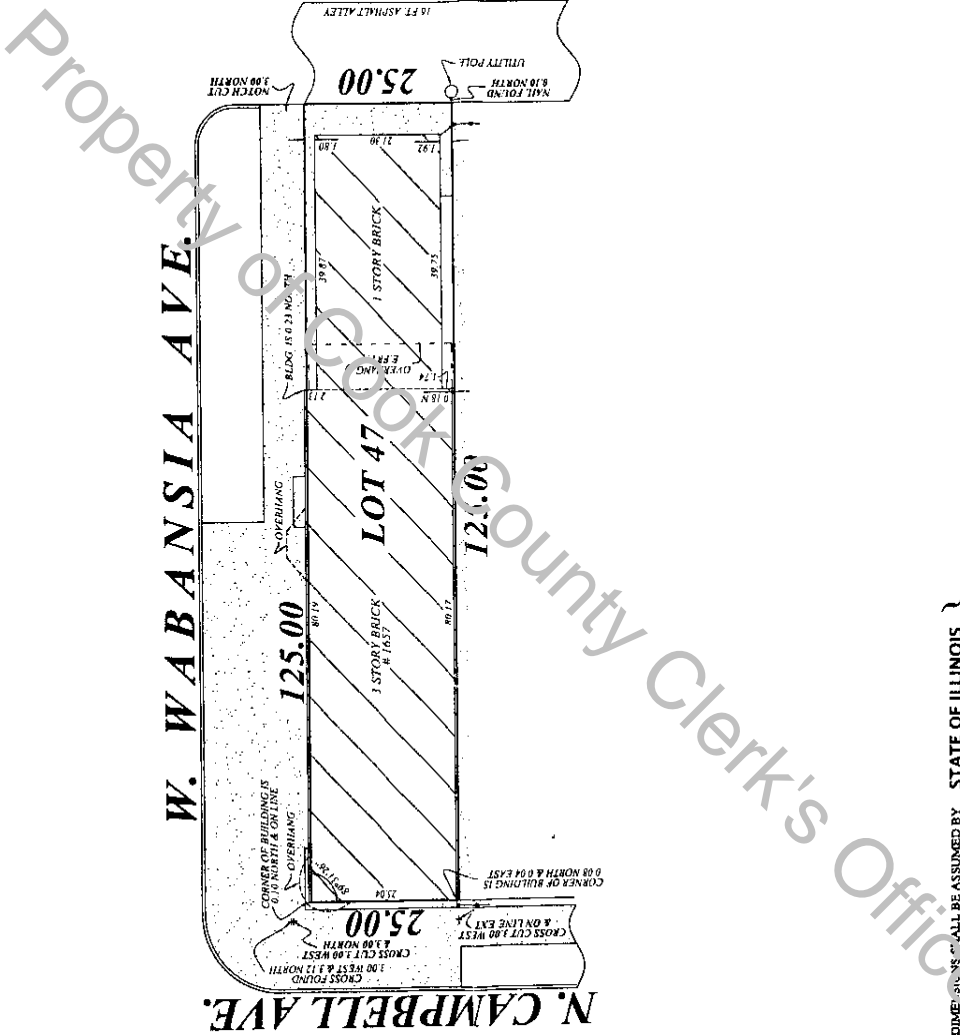
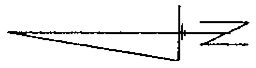


# UNOFFICIAL COPY

## PLAT OF SURVEY

DESCRIBED AS :

LOT 47 IN G. W. & T. J. HIGGINS' SUBDIVISION OF THE WEST 1/4 OF BLOCK 8 OF JOHNSTON'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS }  
COUNTY OF COOK } SS DECEMBER 28<sup>TH</sup> 2004.

I, ANDRZEJ MURZANSKI, AN ILLINOIS REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

*Andrzej Murzanski*  
ANDRZEJ MURZANSKI PLS. NO. 35-3258 EXPIRES: 11/30/2006

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ANY DISCREPANCY IN MEASUREMENT SHOULD BE PROMPTLY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT

Scale: 1"=40'

Ordered: MITCH SAY

Page: 40-13-36H

Drawn: A.M.

Checked: A.M.

Job No.: 04/12-09 B

Municipality: CHICAGO

THE LEGAL DESCRIPTION NOTED ON THIS PLAT IS A COPY OF THE ORDERS AND FOR ACCURACY MUST BE COMPARED WITH THE DEED

ANDRZEJ MURZANSKI  
LAND SURVEYORS, INC.

240 COUNTRY LANE  
GLENVIEW, IL 60025

PHONE: 847-486-8731  
FAX: 847-486-8732