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THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING

RETURN TO:

Thomas S Moore
111 West Washington Street
Suite 1100
Chicago, IL 60602
(312) 251-1500



0634731045

Doc#: 0634731045 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/13/2006 11:51 AM Pg: 1 of 5

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (Declaration") is made this 27th day of November, 2006, by Brian Michel, (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 1454 W Melrose, 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 two flat ("Intended Use"); and,

WHEREAS, the present zoning for the Premises is RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District; and,

WHEREAS, in order to accommodate Declarant's Intended Use, Declarant intends to effectuate a zoning change for the Premises to RT4 Residential Two-Flat, Townhouse and Multi-unit District; and,

WHEREAS, if the proposed zoning change to RT4 Residential Two-Flat, Townhouse and Multi-unit District, is approved by the City of Chicago, it shall be subject to a restrictive covenant being recorded against the Premises restricting the Premises to the construction of the above described intended use development restricting the development so that it is built in substantial conformance with plans and elevations prepared by Chase W Schult Architects, dated May 8, 2006, 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, West Lakeview Neighbors Association (an Illinois not-for-profit corporation) hereinafter ("WLN"), in order to obtain the consent of the Alderman and of the WLN to a change in zoning of the premises from a RT3.5 to RT4; and,

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WHEREAS, if the proposed zoning change to a RT3.5 Residential Two Flat, Townhouse and Multi-Unit District is approved by the WLN 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 single family home be constructed in accordance with the elevations and plans prepared by Chase W Schult Architects dated May 8, 2006, attached hereto as Exhibit B; and,

WHEREAS, Declarant, in consideration of the WLN 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.

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 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 purpose of the existing three story two flat building and for no other purpose whatsoever.
4. Development of the property is limited to a building substantially similar to the one illustrated on floor plans developed by Chase W Schult and dated May 8, 2006, and attached hereto as Exhibit "B".
5. The Declarant agrees to return the zoning to its present RT3.5 zoning district after he obtains his permits.
6. 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.

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7. 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 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 and 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.

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

9. Invalidation of any covenant, restriction or other provision of the Declaration by judgement 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.

10. 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) ten (10) years from the date hereof; (ii) the zoning classification of the Premises is changed back to the current RT3.5 Residential Two Flat Town House and Multi-Unit district after the Declarant has obtained his permits; 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.

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

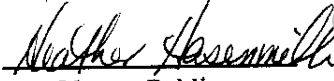
Declarant:

BRIAN MICHEL

By: 

Its Authorized Agent

Subscribed and sworn to
before me this 10th day
of December, 2006.


Notary Public



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Exhibit A

Lot 31 in Albert Wisner's Subdivision of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook county, Illinois.

Address: 1454 W Melrose Street, Chicago, Illinois

PIN#: 14-20-325-020-0000

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