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Doc#: 0635309088 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/19/2006 02:47 PM Pg: 1 of 11

THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:
Jessica Marie Boudreau
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle St., #1910
Chicago, Illinois 60601
(312) 332-0200

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is made this 15th day of December, 2006 by 44th & Berkeley Development, LLC (sometimes hereinafter referred to as "Owner" or "Declarant").

RECITALS:

WHEREAS, Declarant is the Owner and legal titleholder of certain parcels of real estate in Chicago, Cook County, Illinois commonly known as 4350 S. Berkeley, Chicago, Illinois, and legally described on Exhibit "A", attached hereto and made a part hereof ("Premises");

WHEREAS, Declarant intends that the Premises be redeveloped with a two unit, three-story building and two parking spaces (the "Declarant's Intended Use");

WHEREAS, the present zoning of 4350 S. Berkeley is RT4;

WHEREAS, in order to accommodate Declarant's Intended Use, Declarant intends to file and present to the Zoning Board of Appeals an application to reduce the side yard requirements on the project to a total side yard combination to 2'-0" (north side yard to zero and south side yard to 2'-0") instead of the required combined total of 4.8' with neither side yard less than 2'-0" (the "Requested Relief");

WHEREAS, if the proposed side yard reductions are approved by the City of Chicago Zoning Board of Appeals, the Premises shall be subject to a restrictive covenant being recorded against it restricting it to the construction of a residential development built in substantial conformance with the site plans and elevations prepared by Florian Architects Associates dated October 1, 2006 attached hereto as Exhibit B;

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WHEREAS, the Declarant further agrees that as required with Sections 13-124-400 and 13-124-420 of the City of Chicago Municipal Code, Declarant shall follow the required subjacent shoring requirements and insurance provisions in the construction and excavation of Declarant's Intended Use; and

WHEREAS, Declarant, in consideration of consent to the Requested Relief for the Premises, shall encumber the Premises with a restrictive covenant setting forth the aforestated 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 purposes 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.
3. The Premises, or any portion thereof, shall be used solely for the purpose of the construction, development and subsequent sale a two unit, three-story residential dwelling unit building and at least two parking spaces.
4. The construction of the development shall substantially conform to the plans and elevations prepared by Florian Architects dated October 1, 2006, attached hereto as Exhibit B.
5. Side yard setbacks shall be modified to a total side yard combination to 2'-0" (north side yard to zero and the south side yard to 2'-0") instead of the required combined total of 4.8' with neither side yard less than 2'-0".
6. The Declarant acknowledges the Sections 13-124-400 and 13-124-420 of the City of Chicago Municipal Code, which dictates certain insurance and subjacent support for neighboring foundations and properties and hereby pledges to follow the dictates of those provisions.
7. No buildings 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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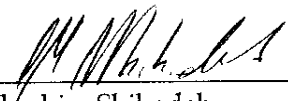
8. Breach of any of the covenants or violation of any other portions of this Declaration shall not defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to any portion of the Premises, but all provisions of this Declaration shall be binding and effective 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.
9. Enforcement of the provisions of Paragraphs 3-4 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 successors or assigns, the City, or the Office of the Alderman, to so enforce any covenant, restriction or other provision of this Declaration.
10. In the event the owner desires to amend this Declaration or to modify the exhibits in any fashion, the amendment shall be agreed to and acknowledged by the Alderman who has jurisdiction over the Premises.
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 this Declaration by judgment or court order shall in no way affect any of the other provisions of this 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) ten (10) years from the date hereof; or (ii) three months from the date of the completion of the construction of the building.
14. This Declaration is executed by Ibrahim Shihadeh as the 100% Member and Manager of 44th & Berkeley Development, LLC, not personally, but solely in the exercise of the power and authority conferred upon and vested in him as a Member and Manager of 44th & Berkeley Development, LLC. No personal liability shall be asserted or be enforceable against the Manager 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 Manager in his personal and individual capacity warrants that he as a Manager possesses full power and authority to execute this Declaration.

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

DECLARANT:

44th & BERKELEY DEVELOPMENT, LLC

By: 
Name: Ibrahim Shihadeh

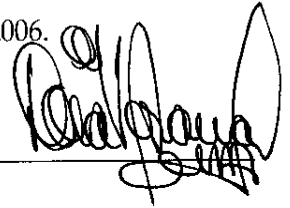
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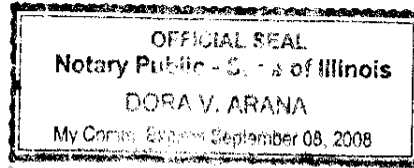
STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, Dora V Arana, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ibrahim Shihadeh of 44th & Berkeley Development, LLC, personally known to me to be the same person whose name is subscribed to the foregoing **DECLARATION OF RESTRICTIVE COVENANT**, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 15th day of December, 2006.



Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 12 IN BLOCK 2 IN ABELL'S SUBDIVISION OF THE SOUTH 412.5 FEET OF LOT 2 IN SUBDIVISION OF THE EXECUTORS OF E.K. HUBBARD OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4350 SOUTH BERKELEY STREET, CHICAGO, ILLINOIS.

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44th & BERKELEY DEVELOPMENT LLC (3) 4350 S. BERKELEY, CHICAGO, ILLINOIS 60653

BUILDINGS INTERIORS STORES EXHIBITS PRODUCTS PLANNING
PERLAN ARCHITECTS
472 NORTH CLARK STREET SUITE 200 CHICAGO ILLINOIS 60610
TELEPHONE 312 470 2120 FACSIMILE 3221

SCOPE OF WORK

CONSTRUCTION OF NEW 3-STORY + BASEMENT MULTI-FAMILY BUILDING
TOTAL OF 2 UNITS

INDEX TO DRAWINGS

- 005 DRAWING INDEX GENERAL NOTES
- A1.1 SCHEDULES, WALL TYPES & FINISHES
- A1.2 BASEMENT FLOOR PLAN
- A2.1 FIRST FLOOR PLAN
- A2.2 SECOND FLOOR PLAN
- A2.3 THIRD FLOOR & ROOF PLAN
- A3.1 WEST & EAST ELEVATIONS
- A3.2 NORTH ELEVATION
- A3.3 SOUTH ELEVATION
- A4.1 STAIR DETAILS
- A4.2 BALCONY DETAILS
- A4.3 WALL SECTIONS
- B0. ELECTRICAL NOTES SCHEDULES & PANEL SCHEDULES
- B1.1 PLUMBING NOTES SCHEDULES & PANEL SCHEDULES
- B1.2 MECHANICAL NOTES SCHEDULES & PANEL SCHEDULES
- B1.3 MECHANICAL PLAN
- B1.4 MECHANICAL PLAN
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PROJECT DIRECTORY

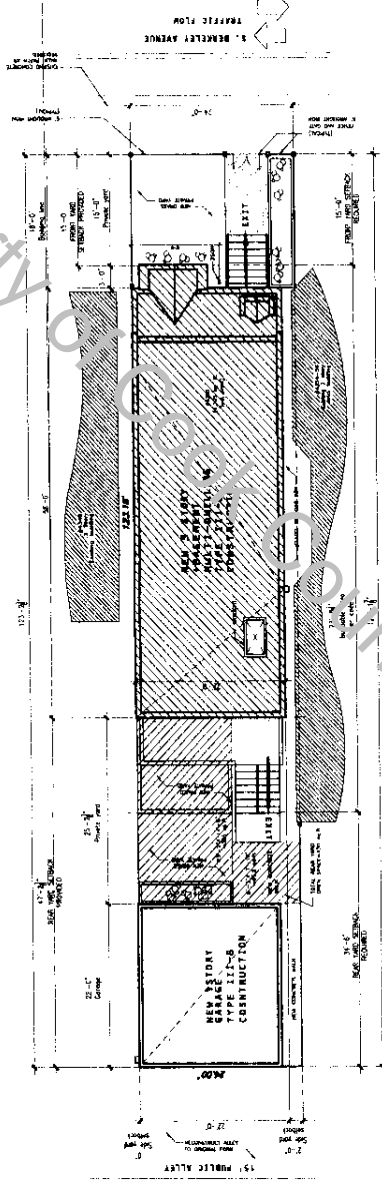
OWNER: 44th & BERKELEY DEVELOPMENT LLC
ARCHITECT: PERLAN ARCHITECTS
GENERAL CONTRACTOR: [REDACTED]
STRUCTURAL ENGINEER: [REDACTED]
MECHANICAL ENGINEER: [REDACTED]
ELECTRICAL ENGINEER: [REDACTED]
PLUMBING ENGINEER: [REDACTED]

CODE MATRIX

Code	Authority	Adopted	Enforced	Notes
IBC	International Building Code	2006	2006	
ICC	International Code Council	2006	2006	
ASCE	American Society of Civil Engineers	2005	2005	
ACI	American Concrete Institute	2008	2008	
ASTM	American Society for Testing and Materials	2005	2005	
ANSI	American National Standards Institute	2005	2005	
ISO	International Organization for Standardization	2005	2005	
UL	Underwriters Laboratories	2005	2005	
FM	Farmers Group	2005	2005	
CSA	Canadian Standards Association	2005	2005	
EN	European Norm	2005	2005	
BS	British Standards Institution	2005	2005	
AS/NZS	Australian/New Zealand Standards	2005	2005	
ISO 9000	ISO 9000 Series	2005	2005	
ISO 14000	ISO 14000 Series	2005	2005	
ISO 26000	ISO 26000 Series	2005	2005	
ISO 27000	ISO 27000 Series	2005	2005	
ISO 31000	ISO 31000 Series	2005	2005	
ISO 45000	ISO 45000 Series	2005	2005	
ISO 50000	ISO 50000 Series	2005	2005	
ISO 65000	ISO 65000 Series	2005	2005	
ISO 70000	ISO 70000 Series	2005	2005	
ISO 80000	ISO 80000 Series	2005	2005	
ISO 90000	ISO 90000 Series	2005	2005	
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ISO 110000	ISO 110000 Series	2005	2005	
ISO 120000	ISO 120000 Series	2005	2005	
ISO 130000	ISO 130000 Series	2005	2005	
ISO 140000	ISO 140000 Series	2005	2005	
ISO 150000	ISO 150000 Series	2005	2005	
ISO 160000	ISO 160000 Series	2005	2005	
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ISO 280000	ISO 280000 Series	2005	2005	
ISO 290000	ISO 290000 Series	2005	2005	
ISO 300000	ISO 300000 Series	2005	2005	
ISO 310000	ISO 310000 Series	2005	2005	
ISO 320000	ISO 320000 Series	2005	2005	
ISO 330000	ISO 330000 Series	2005	2005	
ISO 340000	ISO 340000 Series	2005	2005	
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ISO 360000	ISO 360000 Series	2005	2005	
ISO 370000	ISO 370000 Series	2005	2005	
ISO 380000	ISO 380000 Series	2005	2005	
ISO 390000	ISO 390000 Series	2005	2005	
ISO 400000	ISO 400000 Series	2005	2005	

ARCHITECT'S STATEMENT

THIS IS TO CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE, COMPLIANCE WITH ALL APPLICABLE CITY AND COUNTY ORDINANCES AND CODES.



1 SITE PLAN

GENERAL NOTES

QUALITY ASSURANCE:
 1. ALL MATERIALS, FROM SUPPLIER MANUFACTURERS, REGULARLY PROVIDED IN THE PRODUCTION OF PRODUCTS AND MATERIALS FOR THE PROJECT.
 2. CHECK STANDARDS EXCEPT AS OTHERWISE SHOWN OR SPECIFIED.
 3. MATERIALS SHALL BE PROVIDED BY THE FOLLOWING:
 - MILLWORK / CASWORK: ARCHITECTURAL WOODWORK INSTITUTE (AWI) - QUARTZ TRIMMINGS
 - DOORS: NEMA HIGHER STAMINA 151 - WOOD FLOOR DOORS
 - CERAMIC TILE: WORK-TOP "MARBOR" FOR CERAMIC TILE INSTALLATION

SUBMITTALS:
 1. MANUFACTURER'S DATA SHEETS FOR ALL MATERIALS, SUBMIT A SET OF SAMPLES INCLUDING THE DATA SHEETS TO THE ARCHITECT AT THE LOCATION OF THE WORK. THE SAMPLES SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL. THE ARCHITECT'S APPROVAL SHALL BE BASED ON THE SAMPLES SUBMITTED FROM THE MANUFACTURER.
 2. SAMPLES WHEN REQUESTED, SUBMIT SAMPLES OF MATERIALS TO ARCHITECT FOR REVIEW.
 3. THE ARCHITECT SHALL PROVIDE SCHEDULES FOR THE WORK. THE ARCHITECT SHALL PROVIDE SCHEDULES FOR THE WORK. THE ARCHITECT SHALL PROVIDE SCHEDULES FOR THE WORK.
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JOB CONDITIONS:
 1. ALL WORK SHALL BE COMPLETED BY THE DATE SPECIFIED IN THE SCHEDULES.
 2. ALL WORK SHALL BE COMPLETED BY THE DATE SPECIFIED IN THE SCHEDULES.
 3. ALL WORK SHALL BE COMPLETED BY THE DATE SPECIFIED IN THE SCHEDULES.
 4. ALL WORK SHALL BE COMPLETED BY THE DATE SPECIFIED IN THE SCHEDULES.
 5. ALL WORK SHALL BE COMPLETED BY THE DATE SPECIFIED IN THE SCHEDULES.

PROJECT HANDLING AND STORAGE:
 1. ALL MATERIALS SHALL BE STORED IN A SECURE LOCATION.
 2. ALL MATERIALS SHALL BE STORED IN A SECURE LOCATION.
 3. ALL MATERIALS SHALL BE STORED IN A SECURE LOCATION.
 4. ALL MATERIALS SHALL BE STORED IN A SECURE LOCATION.
 5. ALL MATERIALS SHALL BE STORED IN A SECURE LOCATION.

ENERGY CONSERVATION CODE COMPLIANCE STATEMENT
 I, THE ARCHITECT, CERTIFY THAT THESE PLANS COMPLY WITH THE ENERGY CONSERVATION CODE REQUIREMENTS OF CHAPTER 12-11, ENERGY CONSERVATION, OF THE CHICAGO BUILDING CODE (2012).
 ARCHITECT: PERLAN ARCHITECTS
 DATE: 02/22/2012

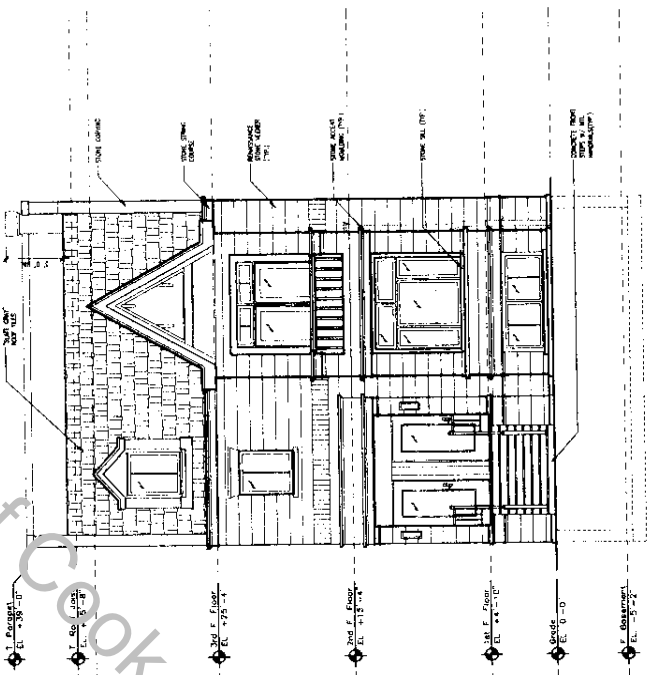
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GEORGE W. ARCHER & ASSOCIATES
ARCHITECTS
142 NORTH CLAY STREET, SUITE 400 CHICAGO, ILLINOIS 60653
TELEPHONE 312.467.7270 FAX 312.467.7271

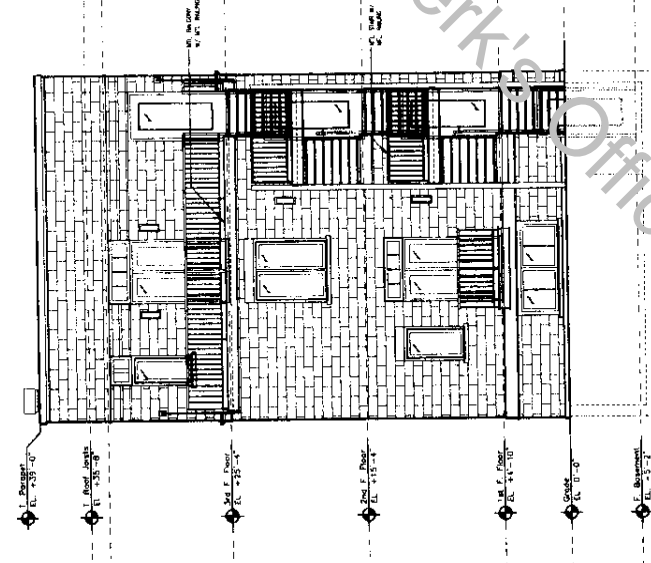
44th & BERKELEY
DEVELOPMENT, L.L.C (3)
4350 S. BERKELEY AVE.
CHICAGO, ILLINOIS, 60653

NO.	DATE	ISSUE DESCRIPTION
1	01/12/06	Issue for Permit
2	10/01/06	Change Numbering

WEST & EAST ELEVATION
DRAWN BY: [blank]
DATE: [blank]
JOB NUMBER: F0498.3
SHEET: A3.1



2 EAST ELEVATION
SCALE: 1/8"=1'-0"



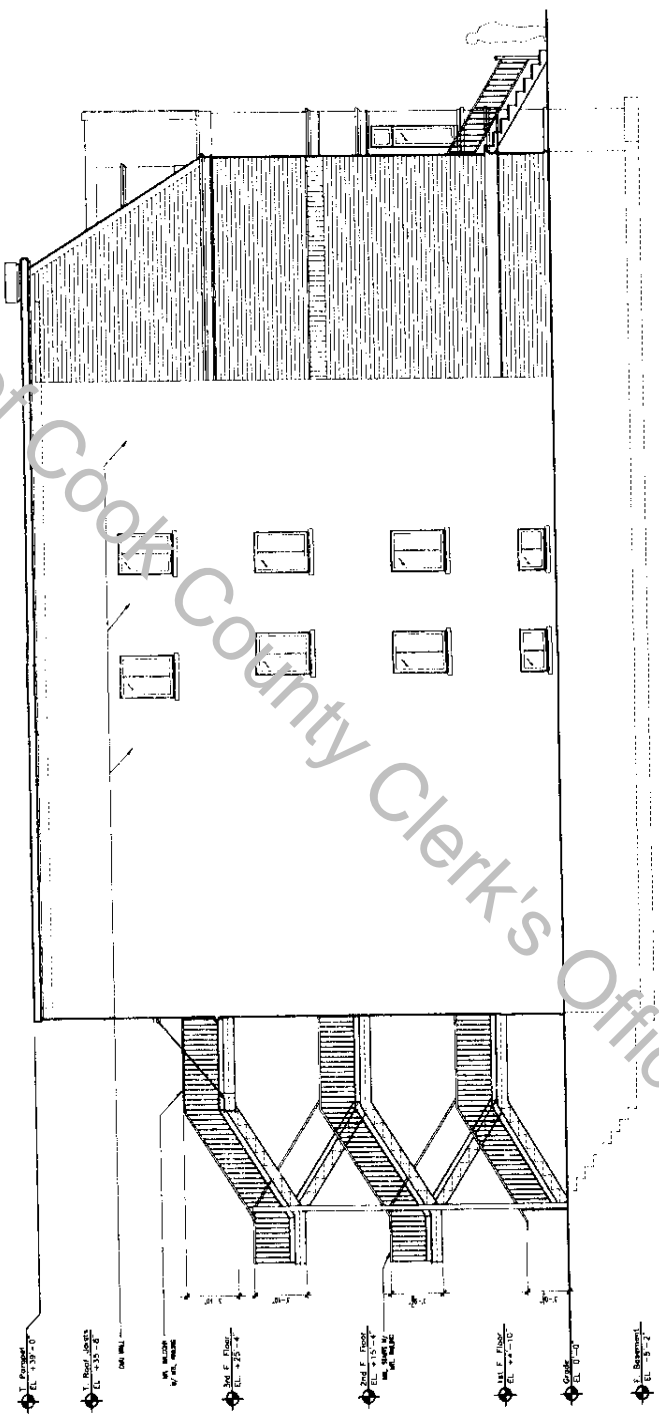
1 WEST ELEVATION
SCALE: 1/8"=1'-0"

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44th & BERKELEY DEVELOPMENT, L.L.C (3) 4350 S. BERKELEY AVE. CHICAGO, ILLINOIS, 60653		NO. DATE TRADE DESCRIPTION 1 01/10/04 Issue for Permit 2 10/01/06 Revise Window Schedule	SOUTH ELEVATION DRAWN BY: [blank] DATE: [blank] SHEET: A3.3 JOB NUMBER: 10498.3
2010 IBC INTERNATIONAL BUILDING CODES, INC. 2010 IBC INTERNATIONAL BUILDING CODES, INC. 1301 MARKET STREET, SUITE 1000, PHOENIX, ARIZONA 85004 WWW.IBC-CONSTRUCTION.COM		2010 IBC INTERNATIONAL BUILDING CODES, INC. 2010 IBC INTERNATIONAL BUILDING CODES, INC. 1301 MARKET STREET, SUITE 1000, PHOENIX, ARIZONA 85004 WWW.IBC-CONSTRUCTION.COM	

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