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DECLARATION OF RESTRICTIVE COVENANT 2617-2619 NORTH WAYNE, CHICAGO ILLINOIS

Doc#: 0728234109 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 10/09/2007 02:50 PM Pg: 1 of 14

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Prepared by and Upon Recordation Return to: Joseph von Meier Burke, Warren. MacKay & Serritella & C 330 N. Wabash, 22nd Fl. Chicago, Illinois 6 16¹1

THIS DECLARATION of Restrictive Covenant ("Restrictive Covenant") is made this day of Serewa 2007 by 2617-19 North Wayne Partners, LLC, an Illinois limited liability company (hereinafter referred to "Declarant"), owner of the property commonly known as 2617-19 N. Wayne, Chicago, Illinois ("Subject Property"), with its principal place of business at 77 West Washington Street, Suite 1211, Chicago, Illinois 60602.

RL LITALS

WHEREAS, Declarant is the owner and legal titleholder of the Subject Property, which is legally described as follows:

LOTS 17 AND 18 IN JOHN P. ALTGELD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 3 OF OGDEN SHELDON AND COMPANY SUBDIVISION OF OUTLOT 44 OF SHEFFIELD'S ADDITION TO CHICAGO OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

P.I.N.: 14-29-308-046-0000 14-29-308-045-0000

Commonly known as: 2617-19 North Wayne Ave., Chicago, Illinois 60614

WHEREAS, on April 4, 2006, 2617 N. Wayne, Inc., and Illinois corporation, recorded a Declaration of Restrictive Covenant ("First Restrictive Covenant") with the Cook County Recorder as Document No.: 0609410062 against the Subject Property in order to obtain the consent of the City of Chicago to change the zoning of the Subject Property from RT-4 to RM-5 (a copy of the First Restrictive Covenant is attached hereto as Exhibit A):

WHEREAS, in order to construct the size and number of units on the Subject Property for Declarant's intended use and in accordance with the First Restrictive Covenant, Declarant has sought an Administrative Adjustment to allow for a three foot (3') side yard on the north property line rather than the required side-yard setback of four feet eight inches (4'8");

WHEREAS, the owner of the property directly north of and adjacent to the Subject Property commonly known as 2621 North Wayne, Chicago, Illinois ("Neighboring Property") consents to the proposed Administrative Adjustment, subject to this Restrictive Covenant being recorded against the Subject Property, restricting the Subject Property to the construction of a Six-Unit condominium building, as set forth in the First Restrictive Covenant, and the additional restrictions set forth herein; and

WHEREAS, Declarant, in consideration of the consent of the owner of the Neighboring Property to the Administrative Adjustment, shall now encumber the Subject Property with this Restrictive Covenant, the terms of which are hereinafter set forth.

DECLARATIONS

NOW TELEFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purposes stated herein, the Declarant declares as follows:

- 1. The recitals set form above are fully incorporated herein by this reference.
- 2. The Declarant warrants and represents that the Declarant is the true and lawful owner of the Subject Property and there is nothing in the Declarant's status that would prevent the validity of or effectiveness of this Restrictive Covenant.
- 3. The Subject Property shall be held, developed, sold and conveyed subject to the covenants, conditions and restrictions of the First Restrictive Covenant and the covenants, conditions and restrictions herein stated, all of which shall run with the land and be binding upon all parties now or hereinefter having any right, title or interest in the Subject Property or in any part thereof, and upon those claiming under them without limitations or exceptions as are herein expressed, and further stipulate to the enforcement of this Restrictive Covenant in the future by the owner of the Neighboring Property and/or the City of Chicago (the "City").

SPECIFIC COVENANTS

- 4. The rear stairs to be installed on the Subject Property shall be made of iron and painted black to match the front railings and wrought iron perimeter fence and shall be concrete filled. Further, access to the rooftop from the rear stairs shall be locked at all times and only the two (2) units occupying the third floor of the Subject Property shall be permitted access to the rooftop from the rear stairs.
- 5. Under no circumstances shall the east garage rooftop be used for any purpose other than maintenance or repair of same. The east garage rooftop is depicted on page A-4 of the Plans and Specification attached hereto as Exhibit B and made a part hereof

- 6. The rooftop of the Subject Property, other than the east garage rooftop, may be used for recreational purposes, provided, however, such access rights shall be limited to the two (2) units occupying the third floor of the Subject Property and such limited access right shall be set forth in the Declaration of Condominium Ownership, and Easements, Restrictions and Covenants or other restrictions to be recorded against the Subject Property and running with the land. Further, such rooftop access shall be limited to an area set back at least ten feet (10') on all sides from the edge of the roof and surrounded by a wood fence equal in height to the parapet wall, as depicted on the Page A-1 of the Plans and Specifications at Exhibit B.
- Restrictive Covenant 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 Subject Property but all provisions of this Restrictive Covenant shall be binding and effective against any owner of any portion of the Subject Property 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 Subject Property so acquired.
- Enforcement of the provisions of this Restrictive Covenant may be by any 8. proceeding at law or in equity brought by the City or the owner of the Neighboring Property against the Declarant, persons violating or attempting to violate any covenant, restriction or other provision hereof, either to restrain or prevent such violation or attempted violation, to recover damages, or both. Failure by the Declarant, its successors ard/or assigns, the owner of the Neighboring Property, or the City to promptly enforce any covenant, restriction or other provision of this Restrictive Covenant shall in no event be a bar to enforcement thereafter and shall not waive any right, against the Declarant, its successors or assigns, the owner of the Neighboring Property or the City of Chicago to so enforce any covenant, restriction or other provision of this Restrictive Covenant. In the event of litigation, the prevaiing party in such litigation shall be reimbursed, as part of said litigation, all reasonable attorney's fees, litigation and court costs from the closing party, whether incurred before or after judgment.
- Invalidation of any covenant, restriction or other provision of this Restrictive Covenant by judgment, or court order shall in no way affect any of the other provisions of this Restrictive Covenant and such other provisions shall remain in full force and effect.
- 10. All covenants, conditions and restrictions contained in this Restrictive Covenant shall run with the land and shall be binding upon all parties and all persons owning any portions of the Subject Property and all persons claiming under them for fifty (50) years from the date hereof, after which time such covenants, conditions and restrictions shall be automatically extended for successive periods

of ten (10) years each, unless an instrument signed by the then owners of the Subject Property, the City or the owner of the Neighboring Property and any bona fide Community Organization (or its successor organization) is recorded against the Subject Property modifying, amending or terminating the covenants, conditions and restrictions contained herein.

IN WITNESS WHEREOF, the Declarant has caused its Members to affix their signatures hereunto and caused its company name to be signed in these presents by its Members, as of the day and year first written above.

> 2617-19 North Wayne Properties, LLC an Illinois Limited Liability Company

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Barry Ash, Member of 2617-19 North Wayne Properties, LLC, an Illinois Limited Liability Company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own fee and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of

OFFICIAL SEAL"

JESSICA NEWBERG NOTARY PUBLIC, STATE OF ILLINOIS

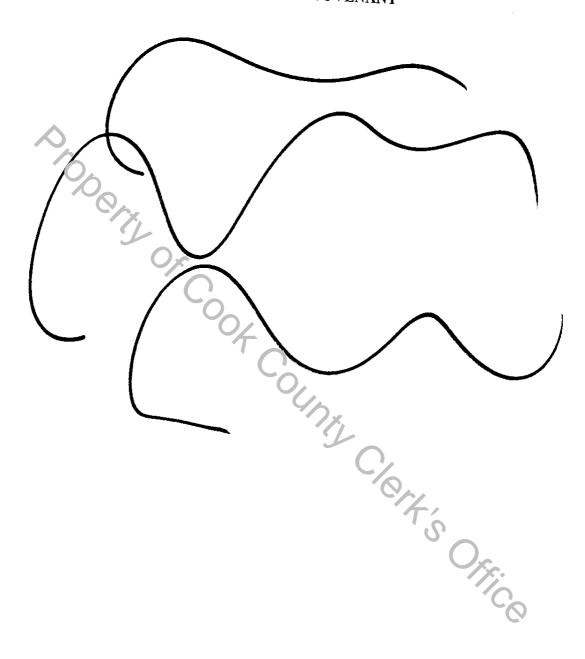
MY COMMISSION EXPIRES 6/19/2010

Notary Public

SEAL

EXHIBIT A

FIRST RESTRICTIVE COVENANT



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Doc#: 0609410062 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 04/04/2008 11:05 AM Pg: 1 of 4

DECLARATION OF RESTRICTIVE COVENANT 2617-2619 NORTH WAYNE

PREPARED BY AND RETURN BY MAIL TO: Daniel G. Lauer & Associates, P.C. 1424 West Division Sucret Chicago, IL 60622-3267

THIS DECLARA TON of Restrictive Covenant ("Restrictive Covenant") is made this 31st day of March, 2006, by 2617 N. Wayne, Ir.c., an Illinois Corporation, Contract Purchaser, and under the doctrine of after—acquired title, (hereinafter also referred to as "Declarant"), with its principal place of business at 6210 North Kildare Avenue, Chicago, Illinois 60646.

RECITALS

WHEREAS, Declarant is the Owner and leg il titleholder of a certain parcel of real estate legally described as follows (the "Premises"):

LOTS 17 AND 18 IN JOHN P. ALTGELD'S SUBDIVISION OF THE WEST 1/2 OF BLOCK 3 OF OGDEN SHELDON AND COMPANY SUBDIVISION OF OUTLOT 44 OF SHEFFIELD'S ADDITION TO CHICAGO OF SECTION29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIPD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.:

14-29-308-046-0000

14-29-308-045-0000

Commonly known as: 2617-19 NORTH WAYNE Avenue, Chicago, Illinois, 60614,

WHEREAS, Declarant intends that the Premises be utilized for the masonry construction of a six (6) Unit building not to exceed thirty-eight (38) feet in height, as defined by City Code, to be sold to the general public with a minimum of six (6) off-street parking spaces which are to be conveyed as limited common elements and not sold separately at any time. ("Intended Use"):

WHEREAS, the present zoning for the Premises is RT-4 Residential Multi Unit District;

WHEREAS, because the land is twenty-four (24) square feet short of 6,000 square feet, the Declarant has requested the neighborhood grant the change to allow the building to be constructed.

WHEREAS, in order to construct the size and number of units in accordance with Declarant's Intended Use, Declarant intends to effectuate a zoning change for the Premises, to RM-5 Residential Multi-Unit District;

WHEREAS, the City of Chicago ("City") consents to the proposed zoning change to RM-5 Multi-Unit District, subject to this Restrictive Covenant being recorded against the Premises, restricting the Premises, in perpetuity, to the construction of a Six-Unit condominium building, with a maximum height of thirty-eight (38) feet, as defined by the City Code, with a minimum of six (6) off-street parking spaces. The zoning would permit the construction of eight units but at the request of the Alderman of the 32nd Ward of the City of Chicago, Theodore Matlak, the Declarant hereby limits the construction to a Six-Unit Building;

WHEREAS, the Declarant presented the plans and proposal to the Zoning Committee, which the parties and the Declarant stipulate to be the governing body to review proposed zoning changes in the neighborhood;

WHEREAS, Declare it, in consideration of the City's consent to the RM-5 Multi-Unit District zoning change, Declarant shall now encumber the Premises with this Restrictive Covenant, the terms of which are hereinafter described;

WHEREAS, the Declarant has proposed to complete improvements substantially in accordance with the Architectural print prepared by Hant a Architects, Inc., which Architectural print has been reviewed and approved.

DECLARATIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purposes stated herein, the Declarant declares as follows:

- 1. The recitals set forth above are fully incorporated herein by this reference.
- 2. The Declarant warrants and represents that the Declarant is the true and lawful owner of the Premises and there is nothing in the Declarant's status which would prevent the validity of of effectiveness of this Covenant.
- 3. Declarant has obtained the consent of the Honorable Theodore Matlak, Jr., Alder, n. n of the 32nd Ward of the City of Chicago;
- 4. 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 without limitations or exceptions as are herein expressed, and further stipulate to the enforcement of this Restrictive Covenant in the future

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SPECIFIC COVENANTS

The Premises, or any portion thereof, shall be used solely for the purpose of the construction and operation of a masonry building with a maximum height of thirty-eight (38) feet, as defined by the City Code, constructed as one (1) six Unit condominium building and with a minimum of six (6) off-street parking spaces on the Premises, and the following specific agreements of the Declarant and the

(a) the Declarant will use brick on all four sides of the property;

(b) the Declarant shall install the parking area to be sold to the condominium buyers as "limited common elements". In order to allow for drainage from the parking area, the Declarant and Developer will not pave the parking area solely in concrete, but rather shall at a minimum, shall use brick pavers and or "Unilock" type pavers or other nonconcrete and non-asphalt material either in full or at least to cover 50% of the parking area, at Developer's discretion;

(c) The building shall be constructed according to the rendering attached hereto and made a per rereof as Exhibit A, and the Architect's plan known as "Hanna Architects, Inc.

2617-26.9 NORTH WAYNE";

No building shall be exected on the Premises, nor shall construction begin on the Premises unless the plans of any building proposed to be erected have been submitted to the Alderman and written approval therefrom has been secured Plans for a building permit submitted to the City of Chicago, Department of Buildings, which contain ar hitectural detail for six Unit condominium building and a minimum of six (6) off-street parking spaces on the Premises, and which are in compliance with the above Paragraphs 5 (a), (b) and (c) shall automatically be adjudged to be in conformity with the requirements contained herein, and all parties hereby stipulate such Plans to be in conformity with this Restrictive Covenant. Issuance of a building permit by the City for the Premises shall constitute the City's approval of the submitted plans and specifications. No plans for the Premises shall be in conformity with this Restrictive Covenant unless the plans shall comply with each provision of this Restrictive Covenant.

- Breach of any of the covenants or violation of any outer portions of this Restrictive Covenant shall not defeat or render invalid the lien of any mortgage or trest seed made in good faith and for value as to any portion of the Premises, but all provisions of this Restrictive Covenant 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.
- Enforcement of the provisions of this Restrictive Covenant shall be by any proceeding at law or in equity, brought against the Declarant, persons violating or attempting to violate any covenant, restriction or other provision hereof, either to restrain or prevent such violation or attempted violation, to recover damages, or both. Failure by the Declarant, its successors and/or assigns, the City to promptly enforce any covenant, restriction or other provision of this Restrictive Covenant shall in no event be a bar to enforcement thereafter and shall not waive any rights against the Declarant, its successors or assigns, the City of Chicago to so enforce any covenant, restriction or other provision of this Restrictive Covenant. In the event of litigation, the prevailing party in such litigation shall be reimbursed, as part of said litigation, all reasonable attorney's fees, litigation and court costs from the losing party, whether incurred before or after judgment.
- Invalidation of any covenant, restriction or other provision of this Restrictive Covenant by judgment, or court order shall in no way affect any of the other provisions of this Restrictive Covenant and such other provisions shall remain in full force and effect.

10. All covenants, conditions and restrictions contained in this Restrictive Covenant 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 for fifty (50) years from the date hereof, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then owners of the Premises, the City and any bona fide Community Organization (or its successor organization) is recorded against the Premises modifying, amending or terminating the covenants, conditions and restrictions contained herein.

IN WIFNESS WHEREOF, the Declarant has caused its Members to affix their signatures hereunto and caused its company name to be signed in these presents by its Members, as of the day and year first written at ov.

2617 N. Wayne, Inc. an Illinois Corporation

Walter Bladek

STATE OF ILLINOIS)

SS

)

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Walter Bladek, President of 2617 N. Wayne, Inc., an Illinois Corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument at such appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3151 day of March, 2006.

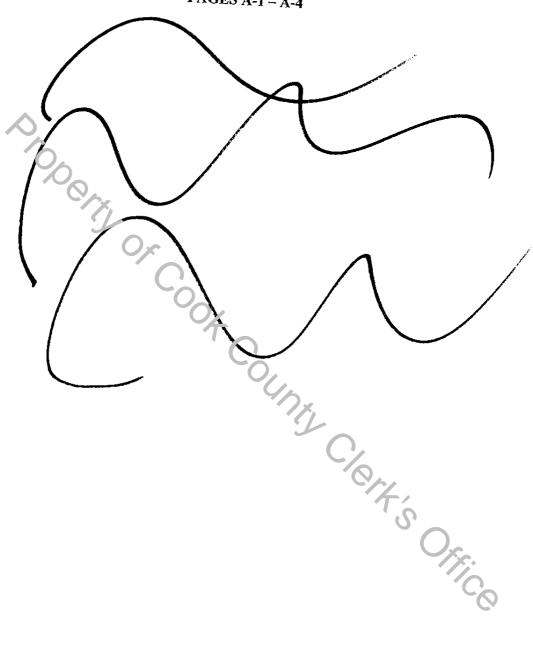
SEAL

Notary Public

Official Seal
Daniel G Lauer
Notary Public State of Minoie
My Commission Expires 03/30/08

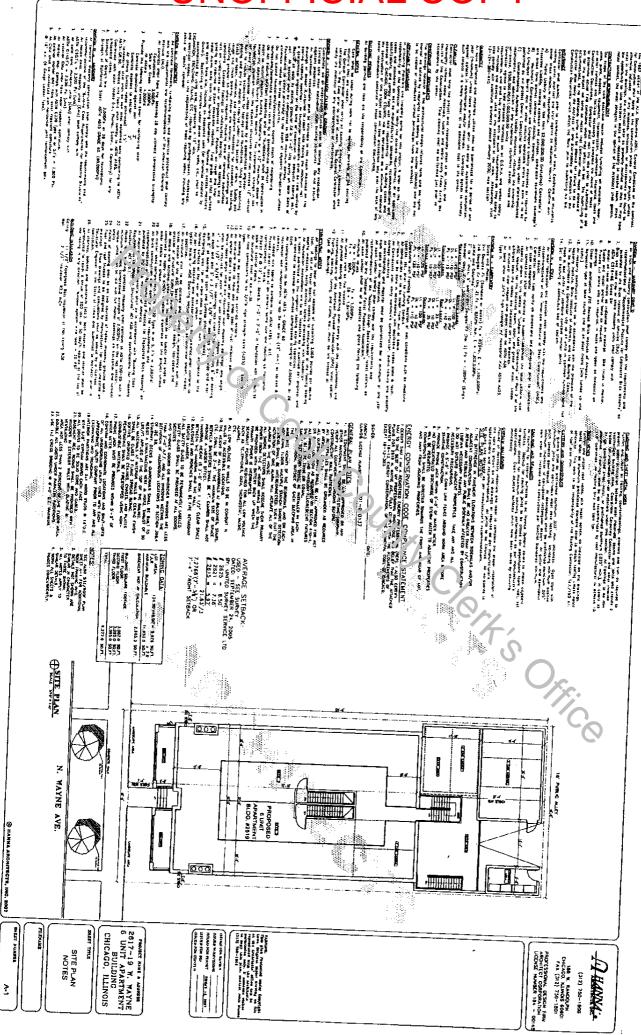
EXHIBIT B

PLANS AND SPECIFICATIONS PAGES A-1 – A-4



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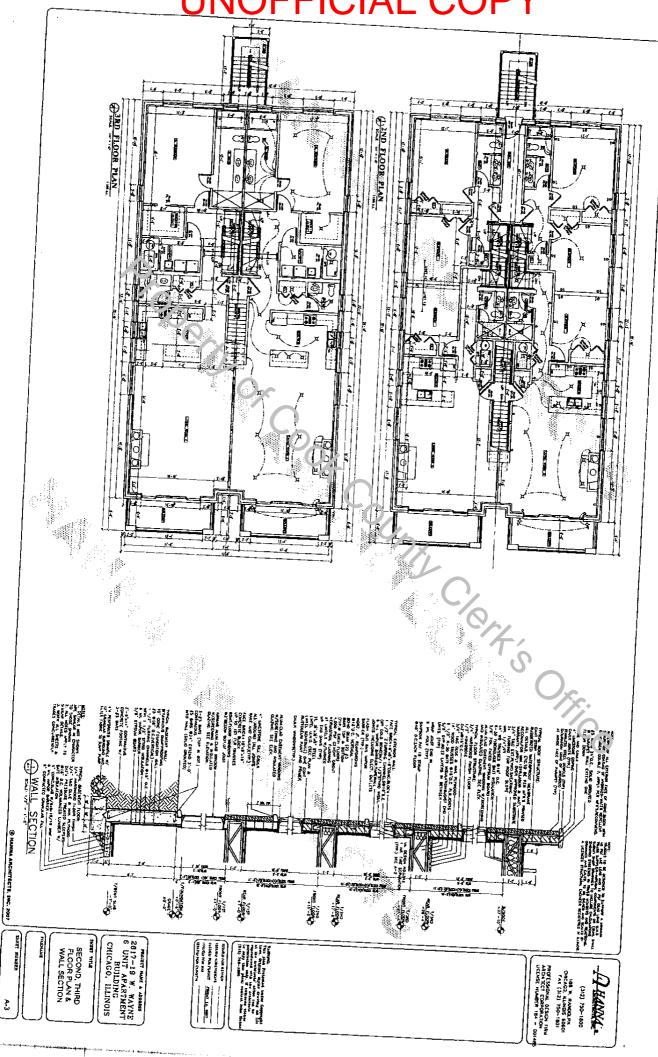
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