

# UNOFFICIAL COPY



Prepared by and after  
Recording Return to:

Doc#: 0736516013 Fee: \$34.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 12/31/2007 11:37 AM Pg: 1 of 6

Nathan Parch  
Village of Glencoe  
675 Village Court  
Glencoe, Illinois 60022

## DECLARATION OF COVENANTS

THIS DECLARATION is made this 28<sup>th</sup> day of AUGUST, 2007, by  
Peter Stelian ("Owner").

### WITNESSETH:

WHEREAS, Owner is the legal owner of record of a parcel of real estate commonly known as 536 South Avenue, located in the Village of Glencoe, County of Cook, State of Illinois, and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("**Property**"); and

WHEREAS, the Property is being developed with additions to one detached single family residence and accessory structures; and

WHEREAS, the use and development of the Property is governed by the provisions of the Village of Glencoe Zoning Code; and

WHEREAS, Owner has sought and obtained approvals relating to the development of the Property from the Village of Glencoe Contextual Design Review Commission (the "**Approval**"), which Approval included the authorization of certain adjustments pursuant to Subsection 7-505G of the Glencoe Zoning Code that increase the allowable maximum gross floor area on the Property subject to conditions, as more specifically detailed in Exhibit B attached hereto; and

WHEREAS, Owner desires to execute and record this Declaration to put on notice all persons, including the several owners, occupants, mortgagees, and any other person or persons acquiring an interest in the Property, or any portion thereof, so that such person or persons shall at all times hold their interest subject to the covenants and restrictions hereinafter set forth, which covenants shall be enforceable by the Village of Glencoe, Cook County, Illinois;

NOW, THEREFORE, Owner declares that the Property and all portions thereof and all improvements thereon are and shall be held, transferred, sold, conveyed, used, and occupied

# UNOFFICIAL COPY

subject to the covenants herein set forth, which covenants shall run with the Property and be binding on all parties presently having or hereafter acquiring any right, title, or interest in the Property or any part thereof or improvements thereon, their heirs, successors, and assigns, and shall inure to the benefit of each of them and to the benefit of the Village of Glencoe, Illinois.

1. Owner hereby acknowledges and covenants that the Property is, and shall remain, subject to the provisions of the Glencoe Zoning Code in effect from time-to-time, as well as the terms of the Approval. Owner covenants that the Property shall not be developed in any manner inconsistent with the Approval or the terms and conditions thereof, or the terms and provisions of this Declaration.

2. Owner hereby acknowledges that the covenants made herein are voluntary and consistent with the provisions of the Glencoe Zoning Code, which provisions Owner acknowledges to be legal and valid. Owner also acknowledges that any violation of the covenants hereby made may also constitute a violation of the Glencoe Zoning Code and subject Owner to the penalty and enforcement provisions thereof.

3. In addition to any and all other remedies it may have, the Village of Glencoe may enforce this Declaration; the failure of the Village to enforce this Declaration or any particular provision hereof at any given time shall in no event be deemed a waiver of the right to do so thereafter. In case of any successful enforcement action, the Village shall be entitled to recover from Owner all costs of enforcement, including without limitation, administrative expenses and legal fees. If such costs are not recovered from Owner within 30 days following a demand in writing by the Village for such payment, such costs, together with interest and costs of collection, shall become a lien upon the Property, and the Village shall have the right to foreclose such lien by an action brought in the name of the Village as in the case of foreclosure of liens against real estate.

4. This Declaration shall run with and bind the land for a term of 50 years from the date this Declaration is recorded after which time this Declaration shall be automatically extended for successive periods of 10 years unless an instrument amending this Declaration as hereinafter provided shall be recorded to provide for some other duration. If any other agreements or covenants created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

5. This Declaration and its effect shall not at any time hereafter be modified, amended, or annulled except by a written instrument executed by the then owner or owners of record of the Property and approved by a written resolution duly adopted by the Contextual Design Review Commission or the President and Board of Trustees of the Village of Glencoe, Cook County, Illinois.

6. Invalidation of any term or provision of this Declaration shall in no way affect any other term or provision hereof, which other terms and provisions shall remain in full force and effect.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Owner has caused this instrument to be executed, acknowledged, and attested.

ATTEST:

\_\_\_\_\_

  
By: PETER SZELIAN

Its: \_\_\_\_\_

# 4593992\_v1

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS                    )  
  )    SS  
COUNTY OF COOK

I, Linda Piper, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter Stelian, personally known to me to be the person who executed this agreement, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the same instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28 day of August, 2007

Linda Piper  
Notary Public

My Commission Expires:  
March 14, 2011

(SEAL)



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

LOT 7 (EXCEPT THE WEST 25.0 FEET THEREOF) AND ALL OF LOTS 5 AND 6 AND THE NORTH HALF OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING LOT 7 (EXCEPT THE WEST 25.0 FEET AND ALL OF LOTS 5 AND 6 IN BLOCK 2 OF GORMLEY'S ADDITION TO GLENCOE, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 7 AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 05-07-302-007

Commonly known as: 536 South Avenue, Glencoe, Illinois.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT B

### SPECIAL CONDITIONS OF THE APPROVAL

<b>Summary of Approved FAR Exclusions &amp; Adjustments 536 South Avenue</b>			
<b>Approved Exclusions</b> <i>(Section 3-111G12 - Zoning Code)</i>	<b>Max. Allowable Exclusion</b>	<b>Approved Exclusion</b>	<b>Total</b>
Detached garage	400 SF	400 SF	
Attached garage located in rear half of lot	200 SF		
Front porch along building front $\leq$ 8' in depth	No limit	56 SF	
Unfinished attic area $\geq$ 7' in height	150 SF		
Pre-FAR attic area	400 SF		
Under-bays, under-eaves, chimneys, bays	64 SF	41 SF	
Basement area - split-level residence	Lesser of 12 % FAR or 500 SF		
<b>Total</b>		497 SF	497 SF
<b>CDRC Approved Adjustments</b> <i>(Section 7-505G - Zoning Code)</i>	<b>Max. Allowable Adjustment</b>	<b>Approved Adjustment</b>	
5% FAR increase (principal residence only)	Varies	303 SF	
Detached garage	600 SF	105 SF	
Attached garage located in rear half of lot	400 SF		
Attic area (principal residence only)	400 SF	16 SF	
Under-bays or under-eaves	No limit		
Basement area $>$ 4' above grade	No limit		
<b>Total</b>		408 SF	408 SF
<b>Total</b>			905 SF
<b>Max. Allowable FAR for Property</b>			6,051 SF
<b>Total FAR Approved for Property</b>			6,956 SF
<b>Percent FAR Increase</b>			15 %

As a condition of the Approval, the development on the Property shall not exceed the gross floor area set forth above (Noted as: **Total FAR Approved for Property**), nor may any variations hereafter be sought for the Property that will affect the maximum gross floor area to be developed on the Property.

The Approval is based on the following plans prepared by Massey Hoffman Architects, dated August 13, 2007:

- Streetscape Photographs
- Existing & Proposed Site Plans
- Existing Landscape Planting Plan (Prepared by Rosborough Partners, Inc., but modified by Massey Hoffman Architects to show additions)
- First & Second Floor Plans
- Roof Plan
- First & Second Floor Demolition Plans
- North, West, & East Elevations.