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Doc#: 0825334090 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/09/2008 02:04 PM Pg: 1 of 9

Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:
Sylvia C. Michas
221 N. LaSalle St.
38th Floor
Chicago, IL 60601
312-782-1983

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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 26th day of August, 2008, by **1709-11 N. Rockwell LLC**. (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 **1709-11 N. Rockwell**, Chicago, Illinois, and legally described on Exhibit "A", attached hereto and made a part hereof ("Premises"); and

WHEREAS, the Premises has a dimension of 50' in width and 125' in depth, for a total area of 6,250 square feet of lot area; and

WHEREAS, Declarant intends that the Premises be developed into two (2) new three-story residential buildings, wt. each building containing two (2) dwelling units and on-site parking for three (3) cars; and

WHEREAS, the present zoning for the Premises is a RS3 Residential Single-Unit (Detached House) District; and

WHEREAS, in order to accommodate Declarant's Intended Use, Declarant intends to effectuate a zoning change for the Premises to a RT3.5 Residential Two-Flat, Townhouse & Multi-Unit District; and

WHEREAS, if the proposed zoning change to a RT3.5 Residential Two-Flat, Townhouse & Multi-Unit 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 two (2) new three-story residential buildings, wt. each building containing two (2) dwelling units above and on-site parking for three (3) cars.

WHEREAS, Declarant, in consideration of the City of Chicago's consent to the RT3.5 Residential Two-Flat, Townhouse & Multi-Unit District zoning change, shall encumber the Premises with a restrictive covenant setting forth the aforesaid restrictions, all as more specifically set forth below.

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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 proposed two (2) three-story residential buildings, wt. each building containing two (2) dwelling units and on-site parking for three (3) cars; and
4. The subject property is 6,125 square feet and is partially improved with a two-story frame residence and the remainder is vacant.
5. The proposed development shall consist of two (2) new three-story residential buildings, wt. each building containing two (2) dwelling units and on-site parking for three (3) cars. Building height (to the top of each proposed building) shall be no more than 36.9'.
6. The proposed development shall not consist of any split face or cinder block exterior elements; it shall be all brick.
7. The proposed development shall not include a front patio pit or walk-out front basement;
8. The proposed development shall not include a rooftop deck;
9. The Applicant will participate in the Chicago Green Homes program and secure a minimum three-star certification.
10. The final product shall be in substantial compliance with architectural drawings drafted by Baranyk Associates Ltd. 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.

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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. Declarant shall, after issuance of building permits by the City of Chicago, submit an application to rezone the property to a RS3 Residential Single-Unit (Detached House) District.

14. 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.

15. 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.

16. 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.

17. 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.


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18. Upon completion of the proposed project, as detailed by architectural drawings drafted by Baranyk Associates Ltd., 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 RT3.5 Two-Flat, Townhouse & Multi-Unit 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.

19. This Declaration is executed by Bart Przyjemski, Sole Member of No Art LLC.

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

Declarant:



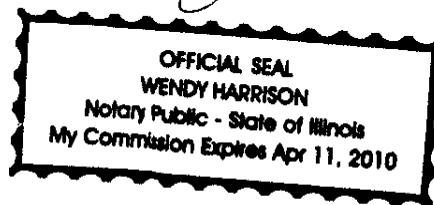
No Art LLC
By: Bart Przyjemski
Sole Member

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Wendy Harrison, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Bart Przyjemski** 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 purposed therein set forth.

GIVEN under my hand and seal, this 8th day of September, 2008.

Wendy Harrison
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION:

LOT 21 IN J. W. HAMBLETON'S SUBDIVISION OF BLOCK 6 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.

PIN: 13-36-421-017

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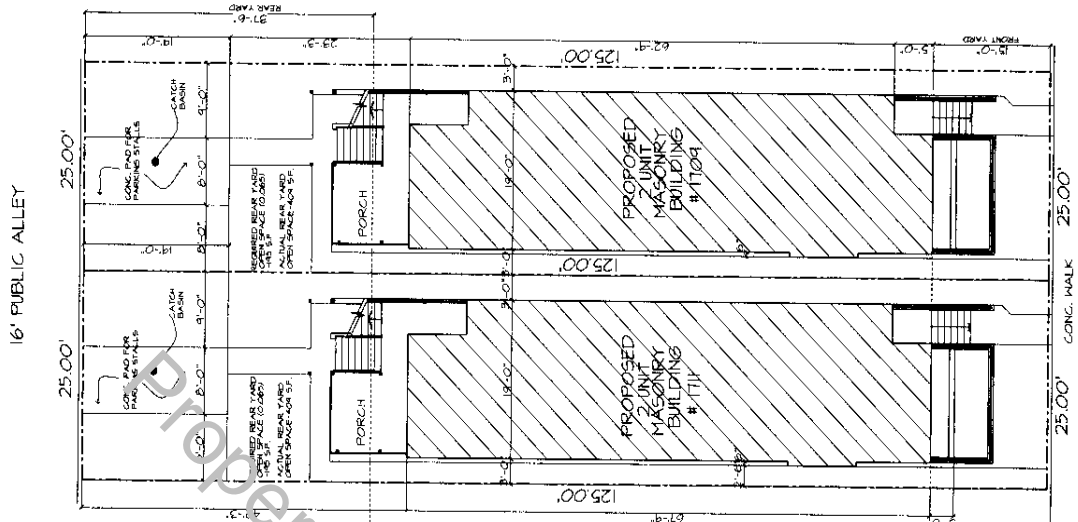
BARANYK ASSOCIATES, LTD.
 ARCHITECTS • ENGINEERS • PLANNERS
 710 HIGGINS RD. PARK RIDGE, IL 60068
 PH: 847.486.1234 FAX: 847.486.1235



PROPOSED TWO UNIT BLDG.S
 1709 N. & 1711 N. ROCKWELL ST.
 CHICAGO, ILLINOIS

DATE: 07/14/09
 JOB NO: 28074
 DRAWN: AK
 CHECK: GJA
 SHEET

A-1

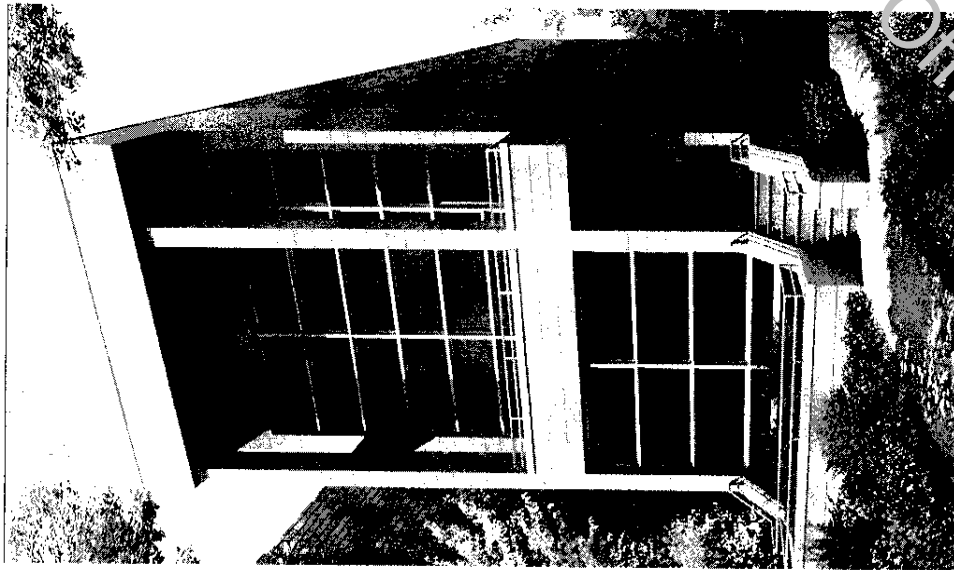


ROCKWELL

SITE PLAN
 SCALE: 1/8"=1'-0"

ZONING DATA RT-3.5

LOT SIZE:	3,125 SQFT.
PAR (1.05):	3,281 SQFT.
MIA:	1,250 SQFT/D.U.
ACTUAL:	
1ST FLR:	1,049 SQFT.
2ND FLR:	1,028 SQFT.
3RD FLR:	1,028 SQFT.
TOTAL:	3,105 SQFT.
(EXCLUDING PORCH & BALCONY)	



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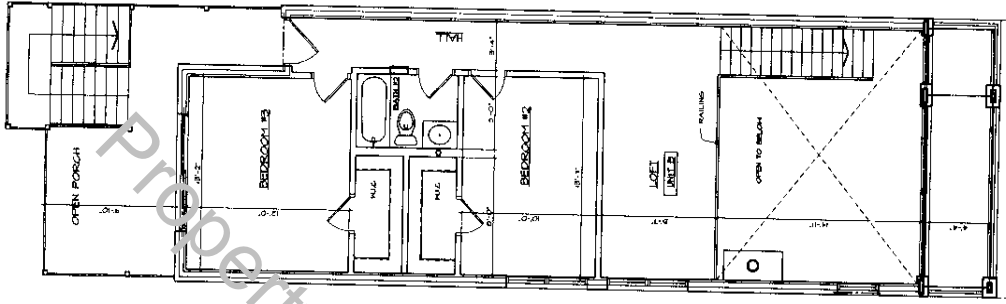
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BARANYK ASSOCIATES, LTD.
ARCHITECTS • ENGINEERS • PLANNERS
710 HIGGINS RD. PARK RIDGE, IL 60068
PHONE 848-2421 FAX 848-2421

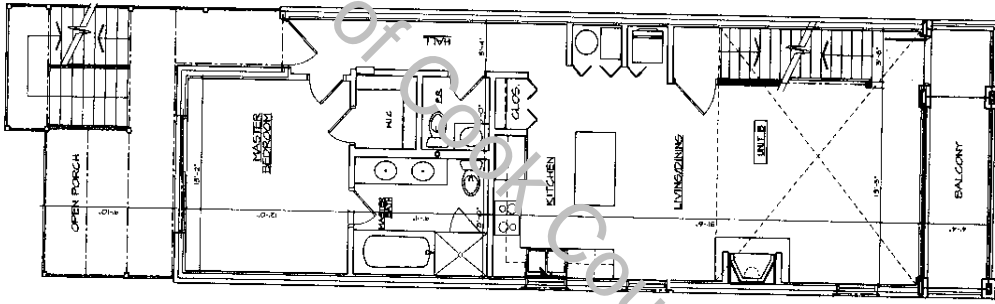


PROPOSED TWO UNIT BLDGS.
1709 N. & 1711 N. ROCKWELL ST.
CHICAGO, ILLINOIS

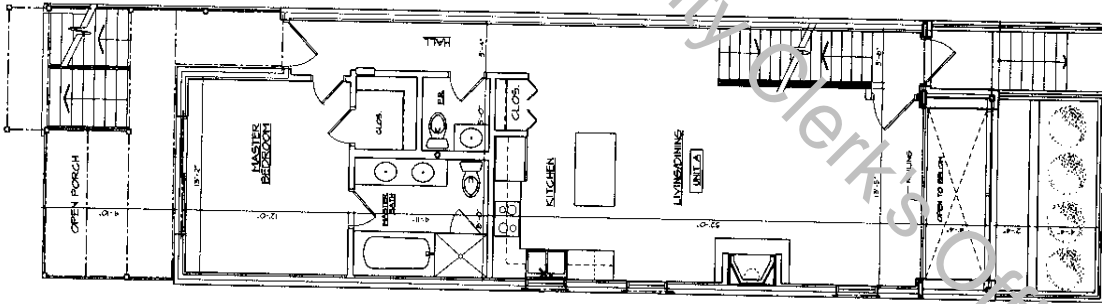
DATE: 07 MAY 08
JOB NO.: 2824
DRAWN: AX
CHECKED: OB
SHEET: A-2



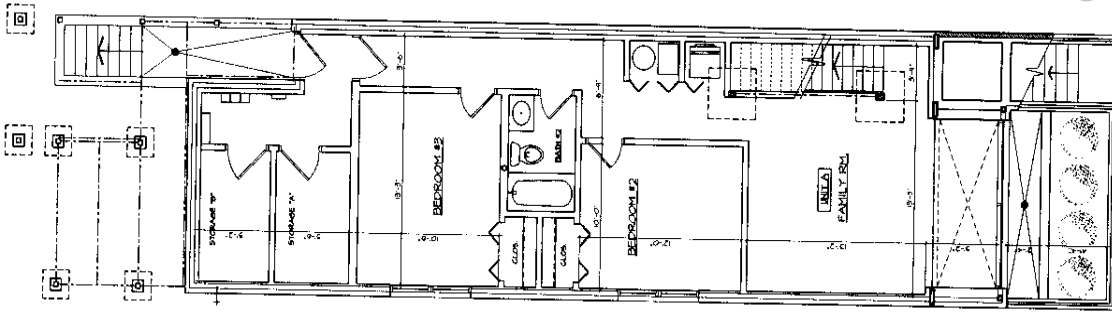
THIRD FLOOR PLAN
SCALE: 1/8"=1'-0"



SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"



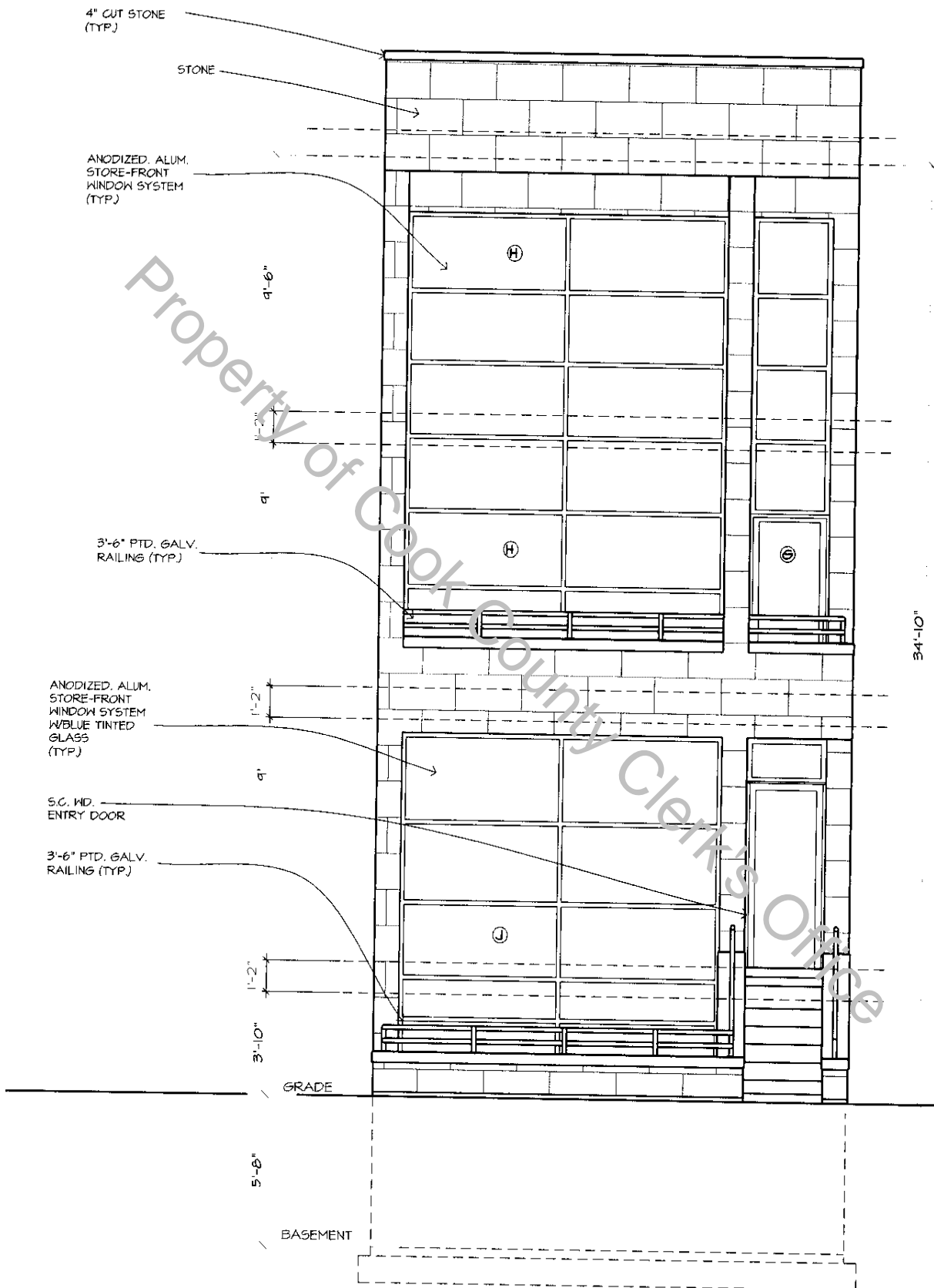
FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"



BASEMENT PLAN
SCALE: 1/8"=1'-0"

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FRONT ELEVATION

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