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0828234025

Doc#: 0828234025 Fee: \$56.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/08/2008 09:18 AM Pg: 1 of 11

Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:  
William J. Hennessey  
Law Offices of William J. Hennessey  
221 N. LaSalle St.  
38th Floor  
Chicago, IL 60601  
(312) 372-6339

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## DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is made this 25 day of September, 2008, by **2837 N. Harlem 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 **2837 North Harlem, 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 of 6,250 sq. ft. in lot area and

WHEREAS, Declarant intends that the Premises be developed with a new three-story residential building containing six (6) dwelling units and on-site parking for six (6) cars.

WHEREAS, the present zoning for the Premises is a R3-1 Community Shopping District; and

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

WHEREAS, if the proposed zoning change to a RT4 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 to that of a new three-story mixed-use building containing six (6) dwelling units and on-site parking for six (6) cars; and

WHEREAS, Declarant, in consideration of the City of Chicago's consent to the RT4 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 new three-story mixed-use building containing six (6) dwelling units and on-site parking for six (6) cars.
4. The subject property is 6,250 sq. ft. and is currently improved with a 2-story frame residence.
5. The proposed development shall consist of a new three-story residential building containing six (6) dwelling units and on-site parking for six (6) cars. The height of the proposed building shall not exceed 38'. Building height is measured pursuant to Section 17-17-0311 of the Chicago Zoning Ordinance (2006) and is measured as the vertical distance from grade to the highest point of the underside of the top floor's ceiling joist, where a "floor" is a space having a ceiling height greater than 6'9". Provisions for trash enclosure shall be provided on-site.
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 have anti-graffiti film on storefront windows.
8. The final product shall be in substantial compliance with architectural drawings drafted by Baranyk Associates Ltd, attached hereto as Exhibit "B".
9. 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.
10. 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.

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11. 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.

12. 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.

13. 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.

14. 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.

15. Upon completion of the proposed project, as detailed by architectural drawings drafted by Baranyak Associates Ltd., and 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 the RT4 Residential 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.

16. This Declaration is executed by Bart Przyjemski, Sole Member of the Declarant, 2837 N. Harlem LLC.

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

Declarant:

*[Signature]*  
2837 N. Harlem LLC

By: \_\_\_\_\_  
Bart Przyjemski  
Sole Member

STATE OF ILLINOIS     )  
  )SS  
COUNTY OF COOK     )

I, Blake Shuart, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Bart Przyjemski**, 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 25<sup>th</sup> day of September, 2008.



*[Signature]*  
Notary Public

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## EXHIBIT A

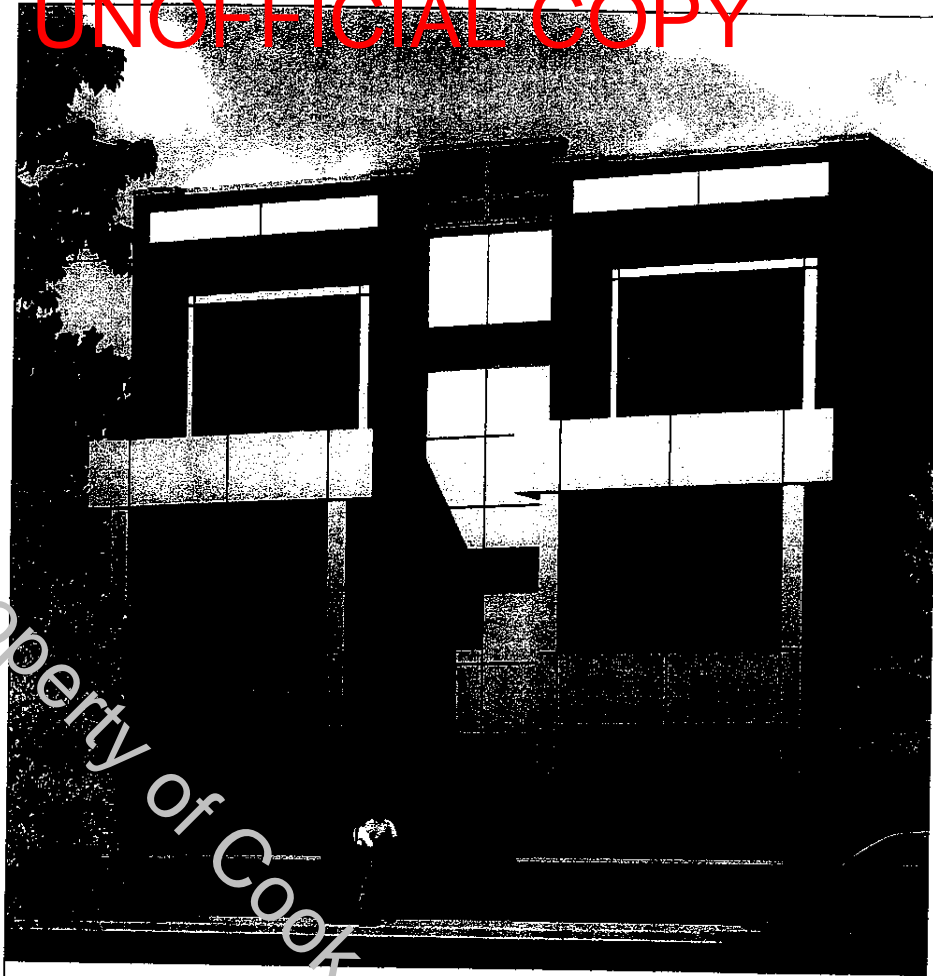
### LEGAL DESCRIPTION:

LOT 121 IN RUTHERFORD'S THIRD ADDITION TO MONT CLARE, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-30-127-005

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**PROPOSED 6 UNIT BLDG.**  
**2837 N. HARLEM AVE., CHICAGO, IL**

**BARANYK ASSOCIATES, LTD.**  
 ARCHITECTS - ENGINEERS - PLANNERS

**PROPOSED DATA RT-4**

LOT SIZE: .....6,625 SQFT.  
 FAR (1.2): .....7,950 SQFT.  
 MLA: .....1,000 SQFT./D.U.

ACTUAL:  
 1ST FLR. : .....2,605 SQFT.  
 2ND FLR. : .....2,737 SQFT.  
 3RD FLR. : .....2,591 SQFT.  
 TOTAL: .....7,932 SQFT.

(EXCLUDING PORCH & BALCONY)

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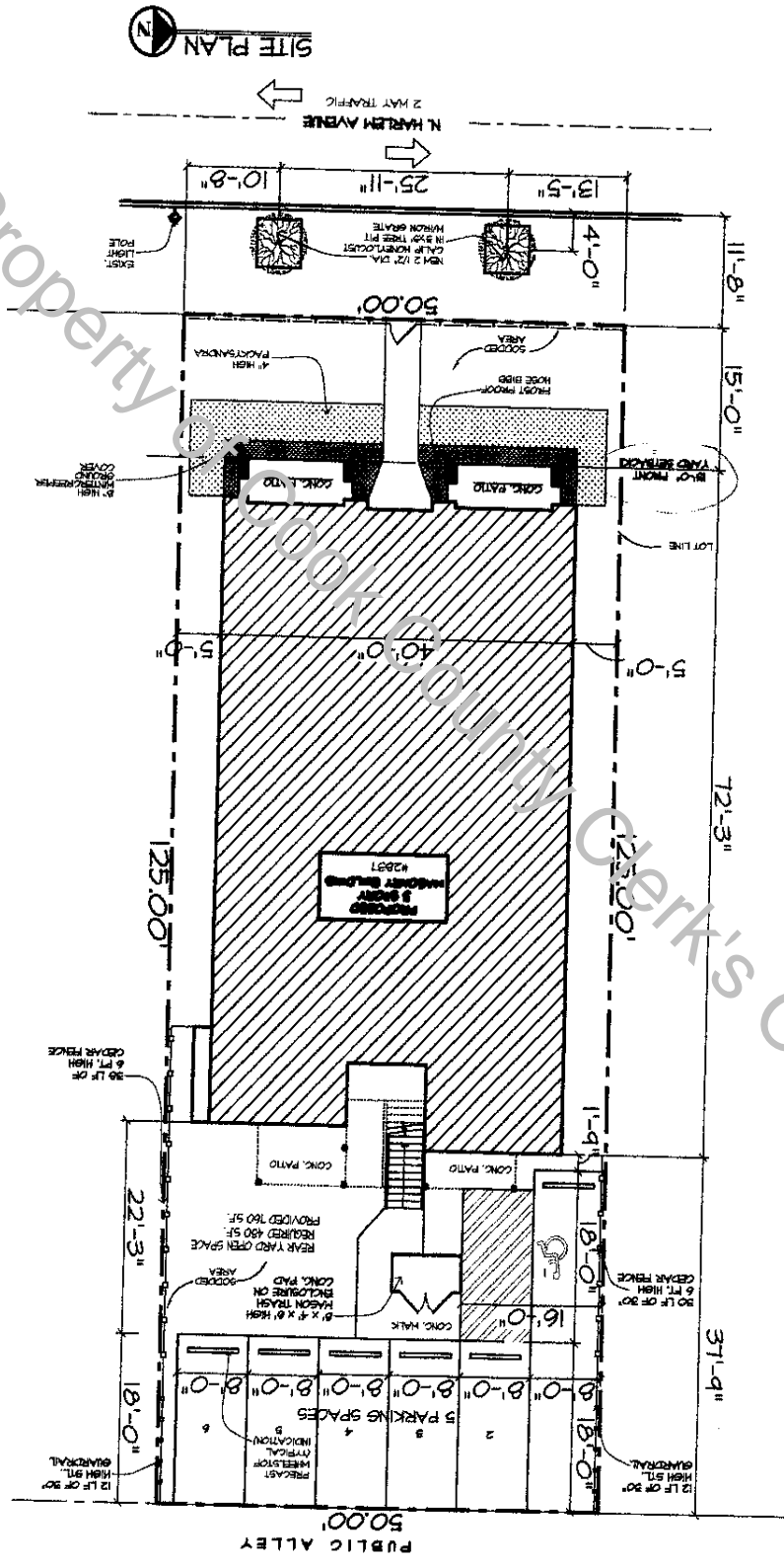
A-1

DATE: 24 APR 08  
 JOB NO. 20296  
 DRAIN: YK  
 CK'D: OB

PROPOSED 6 UNIT BLDG.  
 2837 N. HARLEM AVE.  
 CHICAGO, ILLINOIS



**BARANYK ASSOCIATES, LTD.**  
 ARCHITECTS • ENGINEERS • PLANNERS  
 710 HIGGINS RD., PARK RIDGE, IL 60068  
 PHONE 847.689.9377 FAX 847.689.9377



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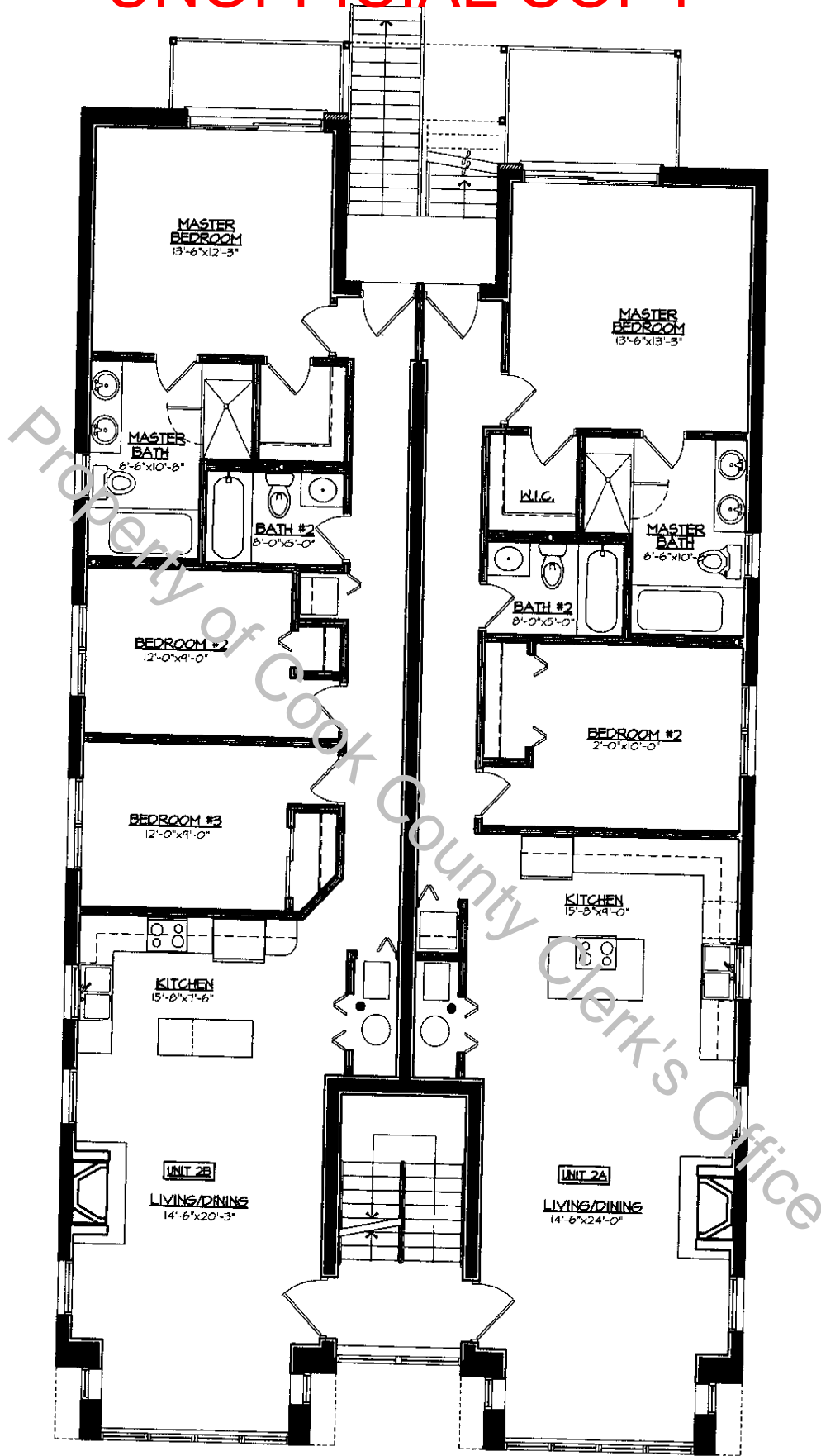
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FIRST FLOOR PLAN  
SCALE: 1/4" = 1'-0"



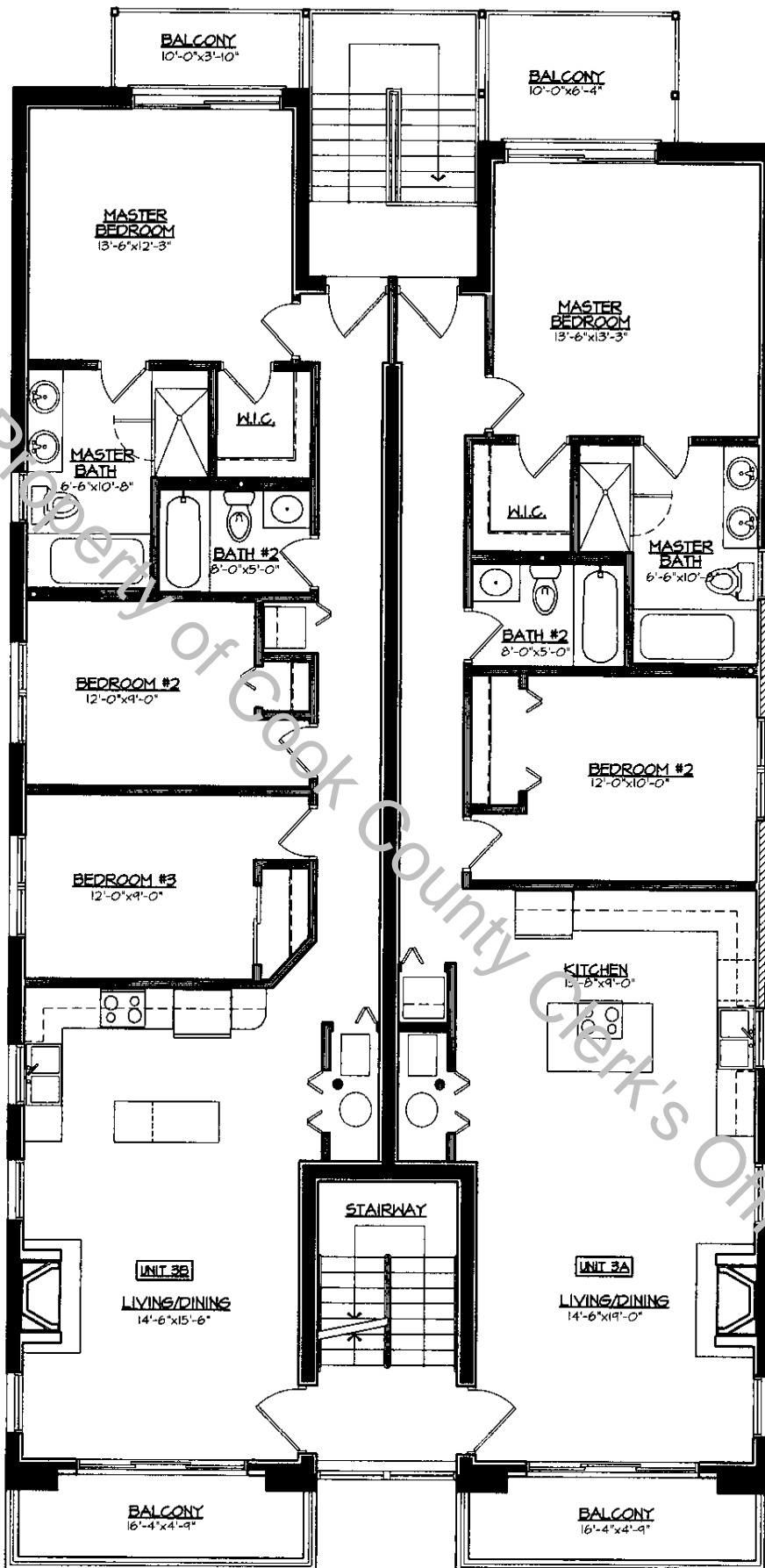
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2-ND FLOOR PLAN 

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

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3-RD FLOOR PLAN   
SCALE: 1/4" = 1'-0"