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THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:
MARK J. KUPIEC
77 West Washington Street - Suite 519
Chicago, Illinois 60602



Doc#: 0900645138 Fee: \$122.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/06/2009 02:52 PM Pg: 1 of 18

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Declaration") is made this _____ day of _____, 2008 by the Owners of 3616 North Janssen Avenue, Chicago, as listed on the attached Exhibit A (herein referred to as "Owners" or "Declarants").

RECITALS:

WHEREAS, Declarants are the Owners and legal titleholders of a certain parcel of real estate in Chicago, Cook County, Illinois, commonly known as 3616 North Janssen Avenue, Chicago, Illinois, and legally described on Exhibit "B", attached hereto and made a part hereof ("Premises"); and

WHEREAS, the subject property is currently improved with a six unit residential condominium building; and

WHEREAS, Declarants intend that the Premises be utilized to build an internal addition to one condo unit, described as Unit Number 1S ("Intended Use"); and

WHEREAS, the present zoning for the Premises is RT3.5 District, and

WHEREAS, in order to accommodate Declarants' Intended Use, Declarants intend to effectuate a zoning change for the Premises to an RT4 District; and

WHEREAS, if the proposed zoning change to an RT4 District is approved by the City of Chicago, it shall be subject to a restrictive covenant being recorded against the Premises restricting the Premises to the Intended Use; and

WHEREAS, Declarant, in consideration of the City of Chicago's consent to the zoning change, shall encumber the Premises with a restrictive covenant setting forth the aforesaid restrictions, all as more specifically set forth below.

\$70 122

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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. While the Premises, or any portion thereof is zoned RT4, it shall be used solely to build an internal addition to one condo unit, described as Unit Number 1S; built in substantial conformity with the plans prepared by Don Higgins Architects, Inc. dated September ____, 2008, attached hereto as Exhibit "B" and for no other purpose whatsoever.
4. If the current owners of Unit 1S, Ofelia Sobalvarro and John Brooks decide not to develop their unit as represented, the subject property must be downzoned to RT3.5 before their unit can be sold.
5. Owners of remaining Condo Units, unit numbers: 1N, 2N, 2S, 3N, 3S will not seek similar relief.
6. After the Building Permits are issued for the proposed improvements, the subject property will be downzoned to RT3.5
7. 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.
8. 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 of Chicago, or the Alderman of the Ward against any person or persons violating or attempting to violate any covenants, 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 to promptly enforce any covenants, 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, or the City, or the Alderman to so enforce any covenant, restriction, or other provision of this Declaration.

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9. 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.
10. 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) twenty (20) years from the date hereof; (ii) the zoning classification of the Premises changes from an RT4 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.
11. This Declaration is executed by the Owners as listed on the attached Exhibit A. No personal liability shall be asserted or be enforceable against them 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 Owners, in their personal and individual capacity warrant that they possess full power and authority to execute this Declaration.

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

OWNERS/DECLARANTS:

 Ofelia Sobalvarro and John Brooks

Alan and Ann Frank

Shawn Adams

Elizabeth Bennan

Aaron Stout

Suzanne Morton

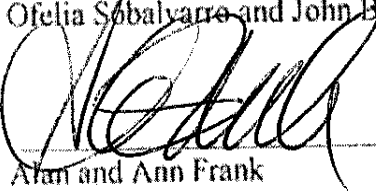
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11. This Declaration is executed by the Owners as listed on the attached Exhibit A. No personal liability shall be asserted or be enforceable against them because or in respect to this Declaration or its making, issue or transfer, and all such liability, if any, is expressly waived by each taker and holder hereof; except that the Owners, in their personal and individual capacity warrant that they possess full power and authority to execute this Declaration.

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11. This Declaration is executed by the Owners as listed on the attached Exhibit A. No personal liability shall be asserted or be enforceable against them 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 Owners, in their personal and individual capacity warrant that they possesses full power and authority to execute this Declaration.

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11. This Declaration is executed by the Owners as listed on the attached Exhibit A. No personal liability shall be asserted or be enforceable against them 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 Owners, in their personal and individual capacity warrant that they possesses full power and authority to execute this Declaration.

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OWNERS/DECLARANTS:

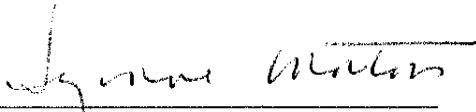
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11. This Declaration is executed by the Owners as listed on the attached Exhibit A. No personal liability shall be asserted or be enforceable against them because or in respect to this Declaration or its making, issue or transfer, and all such liability, if any, is expressly waived by each taker and holder hereof; except that the Owners, in their personal and individual capacity warrant that they possess full power and authority to execute this Declaration.

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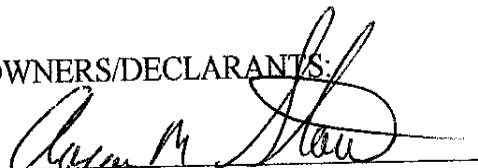
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11. This Declaration is executed by the Owners as listed on the attached Exhibit A. No personal liability shall be asserted or be enforceable against them because or in respect to this Declaration or its making, issue or transfer, and all such liability, if any, is expressly waived by each taker and holder hereof; except that the Owners, in their personal and individual capacity warrant that they possesses full power and authority to execute this Declaration.

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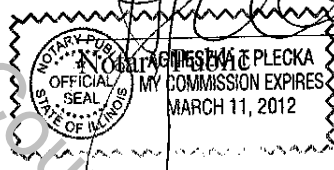
 Aaron Stout

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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 all the above Owners personally known to me to be the same person whose name is subscribed to the foregoing Declaration of Restrictive Covenants, respectively appeared before me this day in person and acknowledged that they signed and delivered said instrument, as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this 27th day of October, 2008.



Property of Cook County Clerk's Office

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EXHIBIT "A" TO
A RESTRICTIVE COVENANT FOR
3616 NORTH JANSSEN AVENUE, CHICAGO, IL

OWNERSHIP:

1. 3616 North Janssen Avenue, Unit # 1N
Chicago, IL

Owner: Alan and Ann Frank

2. 3616 North Janssen Avenue, Unit # 1S
Chicago, IL

Owner: Ofelia Sobalvarro and John Brooks

3. 3616 North Janssen Avenue, Unit # 2N
Chicago, IL

Owner: Elizabeth Bennan

4. 3616 North Janssen Avenue, Unit # 2S
Chicago, IL

Owner: Suzanne Morton

5. 3616 North Janssen Avenue, Unit # 3N
Chicago, IL

Owner: Shawn Adams

6. 3616 North Janssen Avenue, Unit # 3S
Chicago, IL

Owner: Aaron Stout

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EXHIBIT 'B'
TO A RESTRICTIVE COVENANT FOR
3616 NORTH JANSSEN AVENUE, CHICAGO IL

LEGAL DESCRIPTIONS:

UNIT 1S IN 3616-18 N. JANSSEN STREET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 17 AND 18 IN BLOCK 3 IN SICKEL AND HUEMEYER'S SECOND ADDITION TO LANE PARK IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 96257336, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN: 14- 20-121-038-1004

UNIT 1N IN 3616-18 N. JANSSEN STREET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 17 AND 18 IN BLOCK 3 IN SICKEL AND HUEMEYER'S SECOND ADDITION TO LANE PARK IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 96257336, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN: 14- 20-121-038-1001

UNIT 2N IN 3616-18 N. JANSSEN STREET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 17 AND 18 IN BLOCK 3 IN SICKEL AND HUEMEYER'S SECOND ADDITION TO LANE PARK IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 96257336, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN: 14- 20-121-038-1002

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UNIT 3N IN 3616-18 N. JANSSEN STREET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 17 AND 18 IN BLOCK 3 IN SICKEL AND HUEMEYER'S SECOND ADDITION TO LANE PARK IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 96257336, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PIN: 14- 20-121-038-1003

UNIT 2S IN 3616-18 N. JANSSEN STREET CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

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PIN: 14- 20-121-038-1005

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PIN: 14- 20-121-038-1006

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OVERSIZE

**EXHIBIT
FORWARD
TO PLAT COUNTER
FOR SCANNING**

Property of Cook County Clerk's Office

Doc#: 0900645138 Fee: \$122.00
Eugene "Gene" Moore RHSP Fee: \$10.00
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