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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

Doc#: 0900818084 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/08/2009 04:27 PM Pg: 1 of 8

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is made this 25th day of September 2008, by **Thomas Plunkett** (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 **2900-06 North Elston, Chicago, Illinois**, and legally described on Exhibit "A", attached hereto and made a part hereof ("Premises"); and

WHEREAS, the Premises is an oddly shaped lot containing a total of 3,666.28 sq. ft. and

WHEREAS, Declarant intends that the Premises be developed with a new four-story mixed-use building containing retail/office space at grade, three (3) dwelling units above and on-site parking for three (3) cars.

WHEREAS, the present zoning for the Premises is a C1-1 Neighborhood Commercial District; and

WHEREAS, in order to accommodate Declarant's Intended Use, Declarant intends to effectuate a zoning change for the Premises to a B2-3 Neighborhood Mixed-Use District; and

WHEREAS, if the proposed zoning change to a B2-3 Neighborhood Mixed-Use 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 4-story mixed use building containing office/retail space at grade, three (3) dwelling units above and on-site parking for three (3) cars; and

WHEREAS, Declarant, in consideration of the City of Chicago's consent to the B2-3 Neighborhood Mixed-Use District zoning change, shall encumber the Premises with a restrictive covenant setting forth the aforesated 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 new four-story mixed-use building containing retail/office space at grade, three (3) dwelling units above and on-site parking for three (3) cars.
4. The subject property is 3,646.08 sq. ft. and is currently improved with a one-story brick building.
5. The proposed development shall consist of a new four-story mixed use building containing commercial space at grade, three (3) dwelling units above and on-site parking for three (3) cars. Building height shall be no more than 48'. 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 6'0". 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 Applicant will participate in the Chicago Green Homes program and secure a minimum three-star rating.
9. The final product shall be in substantial compliance with architectural drawings drafted by Craig & Associates Architects, attached hereto as Exhibit "B".
10. 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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11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Upon completion of the proposed project, as detailed by architectural drawings drafted by Craig & Associates Architects, 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 B2-3 Community Mixed-Use 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.

17. This Declaration is executed by Thomas Plunkett.

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

Declarant:

Thomas Plunkett

Thomas Plunkett

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, S. ZOGRAFOS, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Thomas Plunkett**, 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 use and purposed therein set forth.

GIVEN under my hand and seal, this 25th day of September, 2008.



Stephanie Zografos
Notary Public

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EXHIBIT A

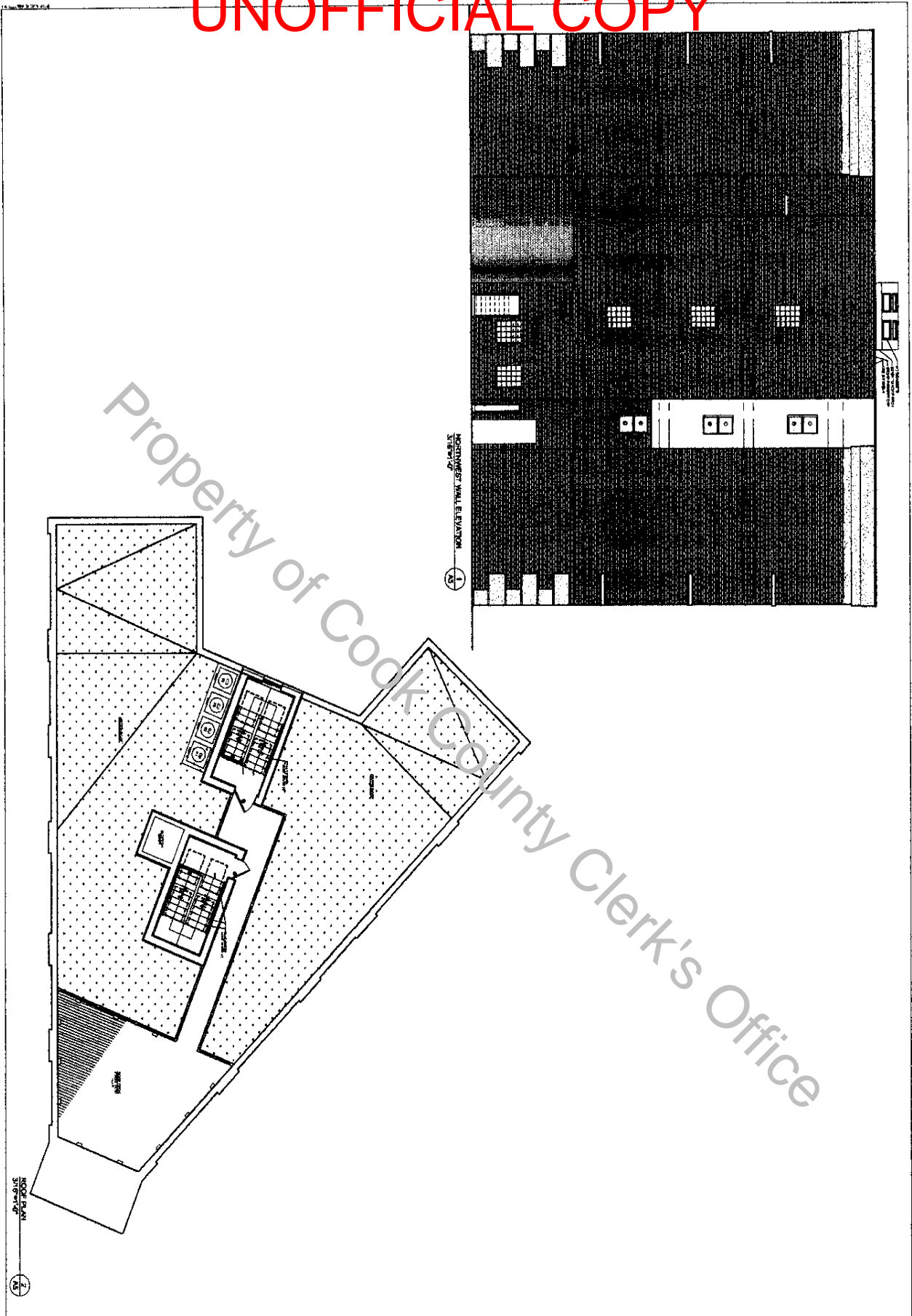
LEGAL DESCRIPTION:

LOTS 23, 24 AND 25 IN POWELL'S SUBDIVISION OF LOT 21 IN SNOW ESTATE SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS COMMONLY KNOWN AS: 2900 NORTH ELSTON AVE., CHICAGO, IL

P.I.N. # 13-25-221-008

Property of Cook County Clerk's Office

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SECTION
A-A

C &
AA

Chicago Association of Architects
3015 Lawrence Ave
Chicago, Illinois 60657
Phone: 773-24-0202
Fax: 773-434-0205

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	12/10/05
2	REVISIONS	02/02/06
3	REVISIONS	02/02/06
4	REVISIONS	02/02/06
5	REVISIONS	02/02/06
6	REVISIONS	02/02/06
7	REVISIONS	02/02/06
8	REVISIONS	02/02/06
9	REVISIONS	02/02/06
10	REVISIONS	02/02/06

FOUR STORY
MASONRY
TIRE FLAT W/ OFFICES
2510 W. GEORGE ST./
2900 N. ESTON AVE.
CHICAGO
ILLINOIS

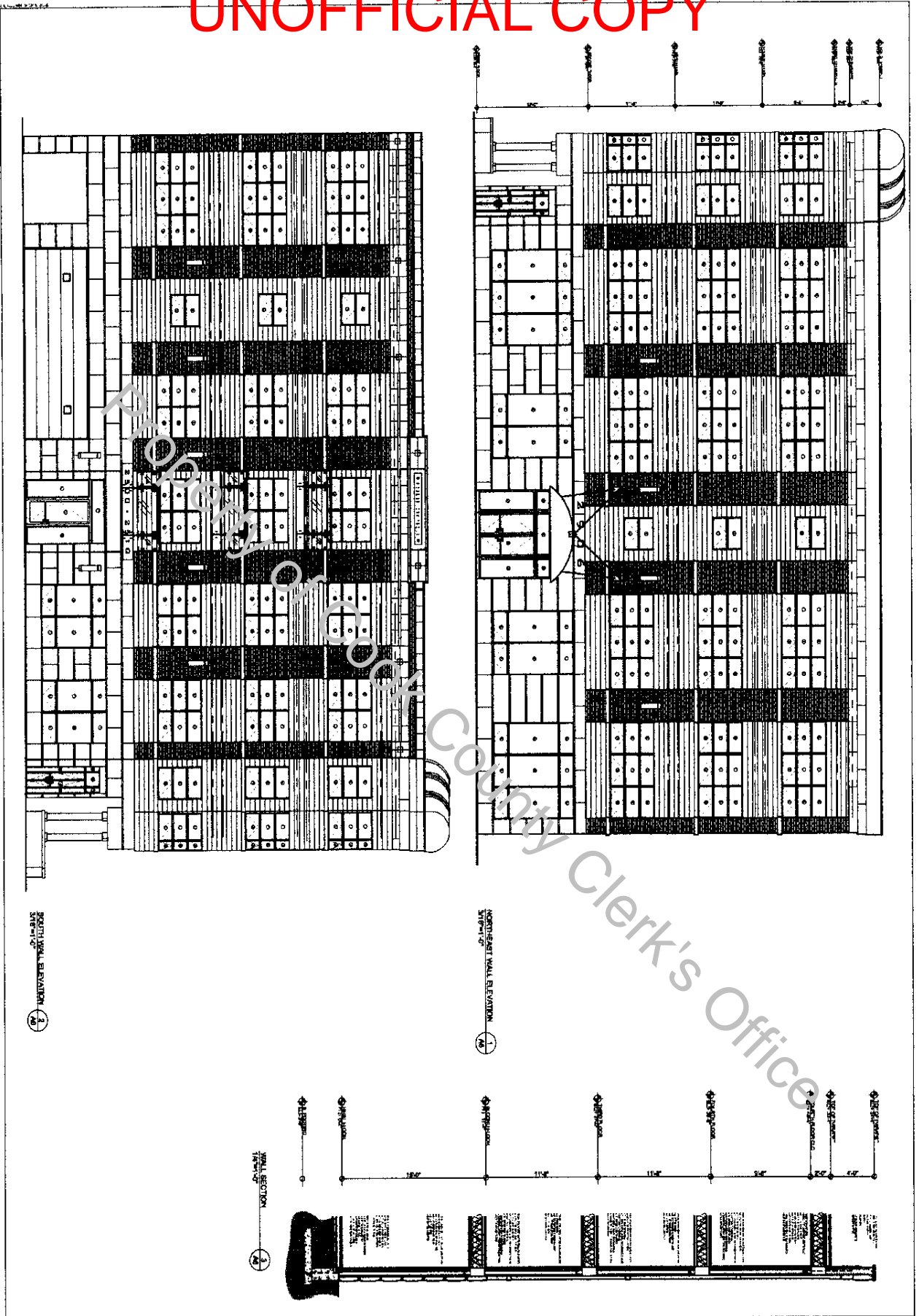
SHEET TITLE:
ELEVATIONS
ROOF PLAN

PROJECT NO:
06-106

DATE: 12/DEC
2005

SCALE:
A-5

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C & A

Cheng & Associates Inc./s/n
 3815 N. Ravenswood Ave
 Chicago, Illinois 60617
 Phone: 773-254-8100
 Fax: 773-424-8203

NO.	REVISION	DATE
1	PRELIMINARY	02/10/06
2	REVISED	02/10/06
3	REVISED	02/10/06
4	REVISED	02/10/06
5	REVISED	02/10/06

FOUR STORY
 MASONRY
 THREE FLAT W/ OFFICES
 2510 W. GEORGE ST./
 2900 N. ELSTON AVE.
 CHICAGO
 ILLINOIS

SHEET TITLE:
 ELEVATIONS
 WALL SECTION
 PROJECT NO.:
 06-106
 DATE: 12/05/06
 DRAWING:
A-6