



Doc#: 1015910090 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 06/08/2010 03:44 PM Pg: 1 of 5

**DECLARATION OF RESTRICTIVE COVENANT**

THIS Declaration of Restrictive Covenant ("Declaration") is made this \_\_\_\_ day of June, 2010, by Peter Nieroda (sometimes hereinafter referred to as "Owner" or "Declarant"), with his principal place of residence at 133 Hill Avenue, Mt. Prospect, IL 60056.

**R E C I T A L S:**

**WHEREAS**, Declarant is the Owner and legal titleholder of a certain parcel of real estate in Cook County, Chicago, Illinois commonly known as 1520 West Diversey Avenue, Chicago, Illinois, legally described on Exhibit "A", attached hereto and made a part hereof ("Premises"); and

**WHEREAS**, Declarant intends that the Premises be utilized for a 3 unit condominium residential residence ("Intended Use") and for no other use; and

**WHEREAS**, the present zoning for the Premises is RT3.5 a Residential Two-Flat Townhouse and Multi Unit District; and

**WHEREAS**, in order to use the property in accordance with Declarant's Intended Use, Declarant intends to effectuate a zoning change for the Premises from RT 3.5 to RT-4, residential district; and

**WHEREAS**, the City of Chicago ("City") and South Lakeview Neighbors, a Not for Profit Illinois Corporation ("SLN"), consent to the proposed zoning change to RT-4, residential district, subject to a restrictive covenant being recorded against the Premises restricting the Premises to the intended use improved with a three (3) unit residential condominium building, built in

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shall not be allowed unless and until the dwelling located on the property immediately to the East of the Premises is no longer located on the rear of the lot in the otherwise required rear yard open space as specified in the Chicago zoning ordinance and the 1520 West Diversey Condominium Association successfully petitions the SLN to permit same.

**WHEREAS**, Declarant, in consideration of the City's and SLN's consent to the RT-4 zoning change, shall encumber the Premises with this restrictive covenant.

## 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. The Premises, or any portion thereof, shall be used solely for the purpose of a three (3) unit condominium residential dwelling and for no other use.

### Specific Covenants

- (a) The three (3) dwelling unit building shall be constructed in substantial compliance with the latest version of the architect's plan prepared by Iuro & Associates, A.I.A., (Mike Maresso, staff) and entitled "1520 West Diversey Pkwy" which revised plans were presented to the South Lakeview Neighbors March 2010;
- (b) Quality face brick and stone ornamentation on the front elevation, and quality masonry materials and stone lintels and ornamentation on the sides of the building;
- (c) The Building shall be limited to three (3) residential units;
- (d) There shall be parking for three (3) off-street,

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- (e) enclosed and secure parking spaces;
- (e) Garbage and recycle carts shall be maintained in a corral as shown on the plan;
- (f) No barbeque grilling shall be allowed on front balconies;
- (g) A moderate roof deck shall be allowed on the rear of the roof of the premises provided it is not visible from the parkway in front of the building.

4. No construction of the premises shall begin unless this covenant has been recorded against the property, the plans and specifications of any proposed construction have been submitted to the City and written approval there from 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.

5. 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.

6. 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, the City or South Lakeview Neighbors, a Not for Profit Illinois Corporation ("SLN") against any person or persons violating or attempting to violate any material 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, the City or SLN to promptly enforce any material covenant, restriction or other provision of this Declaration shall in no event be a bar to enforcement thereafter and shall not waive any rights by the Declarant, its successors or assigns, the City or SLN to so enforce any material covenant, restriction or other provision of this Declaration. Should a court of competent jurisdiction find that the Declarant, its successors or assigns, has willfully violated a material term or terms of this Restrictive Covenant, fee simple ownership of the subject real property shall be awarded to SLN as damages for the violation of this covenant.

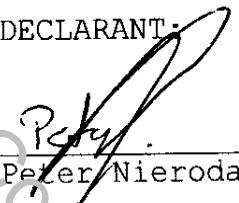
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7. Invalidation of any covenant, restriction or other provision of this Declaration by judgment or court order shall in no way affect any of the other provisions of this Declaration and such other provisions shall remain in full force and effect.

8. 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 for fifty (50) years from the date hereof, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then owners of the Premises, the City and SLN is recorded against the Premises modifying, amending or terminating the covenants, conditions and restrictions contained herein.

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

DECLARANT:

  
Peter Nieroda

STATE OF ILLINOIS     )  
  )   SS  
COUNTY OF COOK        )

I, Heidi Hubert, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Nieroda, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing DECLARATION OF RESTRICTIVE COVENANT, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 8<sup>th</sup> day of June, 2010.

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*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Public

Property of Cook County Clerk's Office

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE EAST ½ OF LOT 5 IN THE CHARLES LABEBMS SUBDIVISION OF THE SOUTH 173 FEET OF THE EAST 483 FEET OF BLOCK 4 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S SUBDIVISION OF THE SOUTHWEST ½ OF THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 40 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #14-29-128-033-0000

Commonly Known As: 1520 West Diversey Parkway, Chicago, IL 60657

This document prepared by: South Lakeview Neighbors  
 1505 West Oakdale Avenue  
 Chicago, Illinois 60657