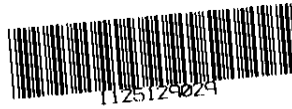


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THIS INSTRUMENT  
PREPARED BY AND AFTER  
RECORDING RETURN TO:  
Jessica Marie Schramm  
Thompson Coburn LLP  
55 East Monroe, Floor 37th  
Chicago, Illinois 60603  
(312) 580-2249



Doc#: 1125129029 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/08/2011 12:39 PM Pg: 1 of 12

(FOR RECORDER'S USE ONLY)

## DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is made this 7<sup>th</sup> day of September, 2011 by Middlefork Capital, LLC - 3751 N. Greenview (sometimes hereinafter referred to as "Owner" or "Declarant").

### RECITALS:

**WHEREAS**, Declarant is the Owner and legal titleholder of certain parcels of real estate in Chicago, Cook County, Illinois commonly known as 3751 North Greenview, Chicago, Illinois, and legally described on Exhibit "A", attached hereto and made a part hereof ("Premises");

**WHEREAS**, Declarant intends that, within the existing envelope of the newly constructed single-family residence located on the Premises, the unfinished attic space shall be converted into 457.3 square feet of finished third floor living space, which is defined by the Chicago Zoning Ordinance as floor area (the "Declarant's Intended Use");

**WHEREAS**, the present zoning of 3751 North Greenview is RT3.5;

**WHEREAS**, in order to accommodate Declarant's Intended Use, Declarant intends to file and present to the Committee on Zoning, Landmarks and Building Standards an application to rezone the Premises from the existing RT3.5 Zoning District to an RT4 Zoning District (the "Requested Relief");

**WHEREAS**, if the proposed zoning change is approved by the City of Chicago, the Premises shall be subject to a restrictive covenant being recorded against it restricting it to the existing building envelope and the First and Second Floor Plans as built, and construction of the Third Floor in substantial conformance with the Third Floor Plan incorporated herein. The elevations, First and Second Plans evidencing the as-built conditions and the proposed Third Floor Plan, prepared by Burns & Beyerl Architects, Inc. and as dated July 29, 2011, are attached hereto and incorporated herein as Exhibit "B";

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WHEREAS, the Declarant further agrees that upon completion of the construction of the Third Floor Plan, as described in Declarant's Intended Use, and a final inspection by the City of Chicago, the Declarant shall immediately commence action to downzone the Premises to a RT3.5 Zoning District.

WHEREAS, Declarant, in consideration of consent to the Requested Relief for the Premises, shall encumber the Premises with a restrictive covenant setting forth the aforesated restrictions, all as more specifically set forth below.

## 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 Intended Use and permitted accessory uses.
4. The construction of the Third Floor shall substantially conform to the Third Floor Plan prepared by Burns & Beyerl Architects, Inc. dated July 29, 2011, attached hereto as Exhibit "B".
5. The Declarant acknowledges that construction of the Third Floor must be in accordance with plans and specifications submitted to and approved by the City. Issuance of an amended building permit (or also referred to as a revision to a permit) by the City for the Premises shall constitute the City's approval of the submitted plans and specifications.
6. 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.
7. 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, Southport

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Neighbors Association, a not-for-profit, ("SNA"), 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, the City, SNA, 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 successors or assigns, the City, SNA, or the Office of the Alderman, to so enforce any covenant, restriction or other provision of this Declaration.


8. In the event the owner desires to amend this Declaration or to modify the exhibits in any fashion, the amendment shall be agreed to and acknowledged by SNA and the Office of the Alderman who has jurisdiction over the Premises.
9. In the event of any litigation arising out of this Declaration, if a Court of competent jurisdiction determines that the Declarant has willfully violated the terms of this Declaration, the Declarant shall be responsible for payment of all court costs and reasonable attorneys' fees incurred by the City, SNA, or the Office of the Alderman.
10. 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.
11. 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) ten (10) years from the date hereof; or (ii) until the City of Chicago's approval of the down zoning to a RT3.5 zoning district, as prescribed within this Declaration.
12. This Declaration is executed by Andrew C. Bowyer, as the President and Manager of Middlefork Capital, LLC - 3751 N. Greenview, not personally, but solely in the exercise of the power and authority conferred upon and vested in him as the President and Manager of Middlefork Capital, LLC - 3751 N. Greenview. No personal liability shall be asserted or be enforceable against the President and Manager 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 President and Manager in his personal and individual capacity warrants that he as a President and Manager possesses full power and authority to execute this Declaration.

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

DECLARANT:

MIDDLEFORK CAPITAL, LLC - 3751 N.  
GREENVIEW

By:   
Name: Andrew C. Bowyer  
Its: President

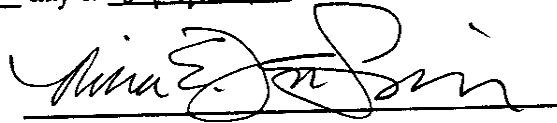
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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK         )

I, NINA E. VAN TRIES, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANDREW C. BOWYER of MIDDLEFORK CAPITAL, LLC - 3751 N. GRENVIEW, personally known to me to be the same person whose name is 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 own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 7th day of SEPTEMBER, 2011.

  
\_\_\_\_\_  
Notary Public



Notary Public of Cook County Clerk's Office

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## EXHIBIT "A"

### LEGAL DESCRIPTION

LOT 47 IN BLOCK 1 IN ROOD'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3751 NORTH GREENVIEW, CHICAGO, ILLINOIS.

PIN: 14-20-113-004 0000

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EXHIBIT "B"

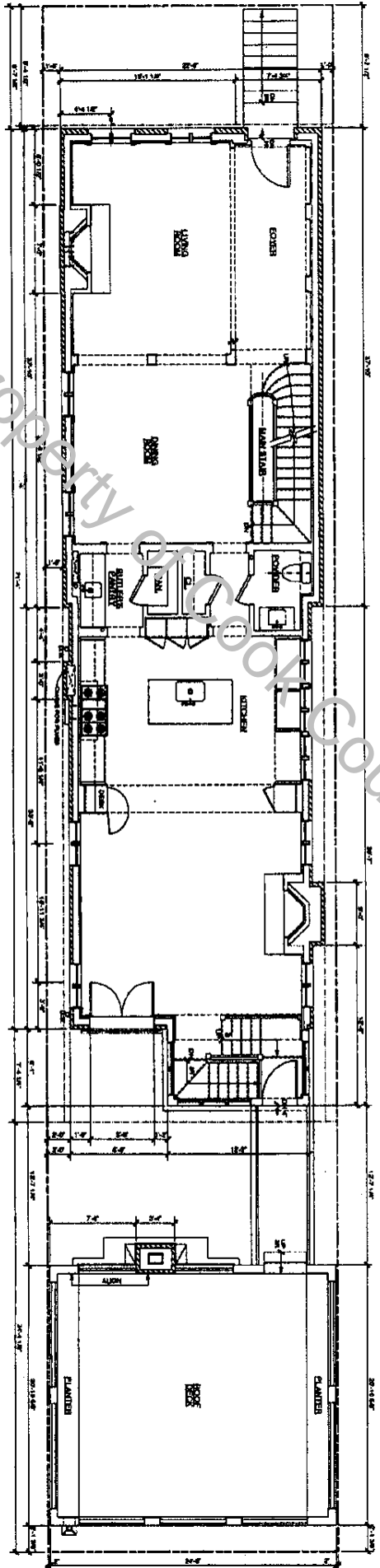
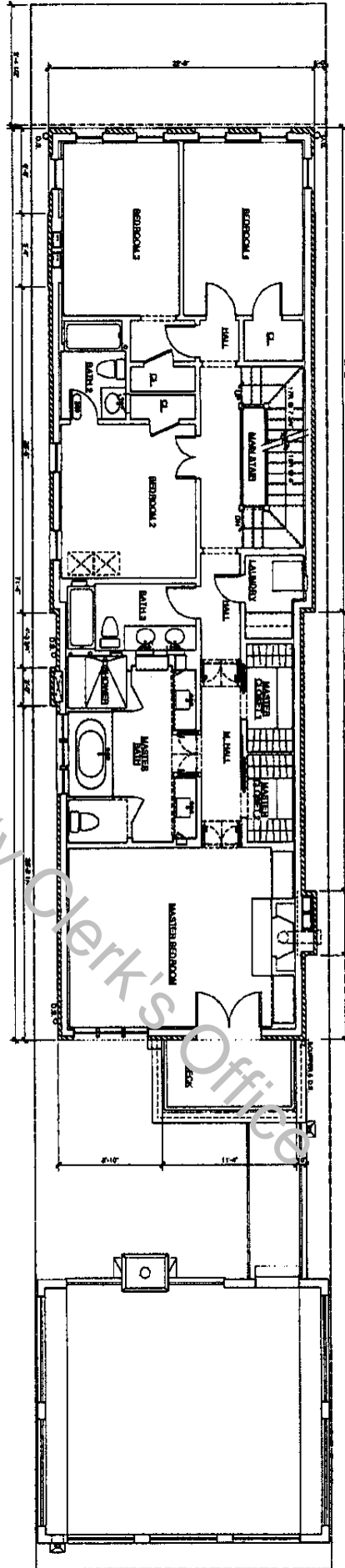
Site Plan and Elevations prepared by Burns & Beyerl Architects, Inc., dated July 29, 2011.

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Barrie & Bergant Architects  
1000 SOUTH WABASH  
CHICAGO, IL 60605  
TEL: 468-3670  
FAX: 468-3227  
www.barrieandbergant.com

3751 N GREENVIEW  
Chicago, Illinois

ZONING  
0768/11

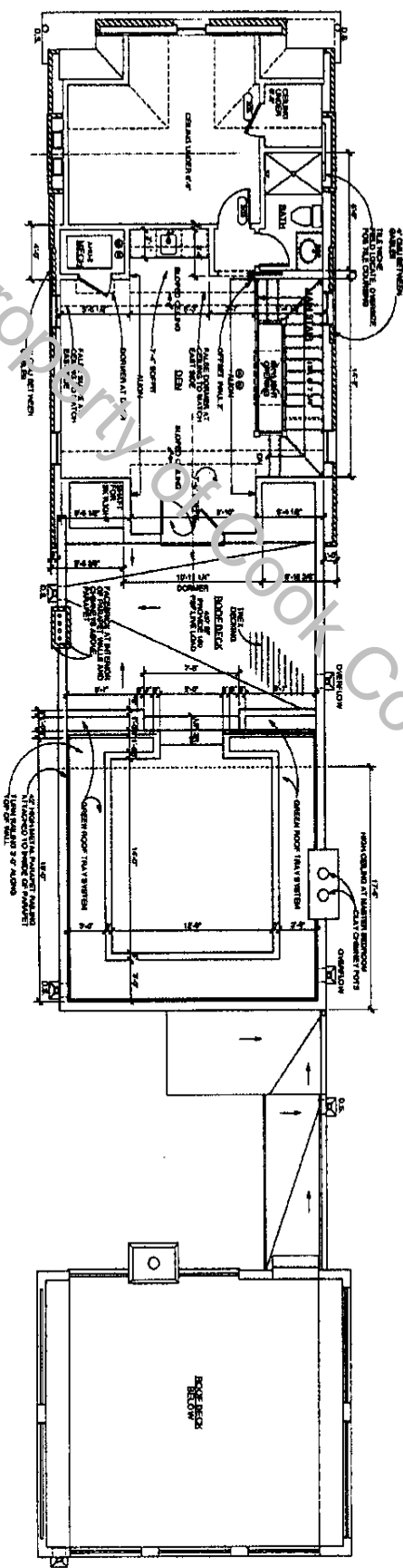
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1 PROPOSED THIRD FLOOR PLAN  
Scale: 1/8" = 1'-0"

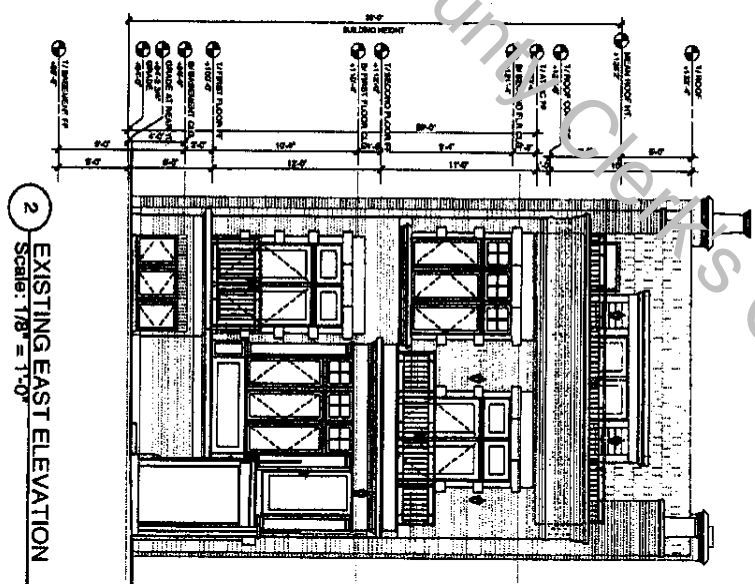
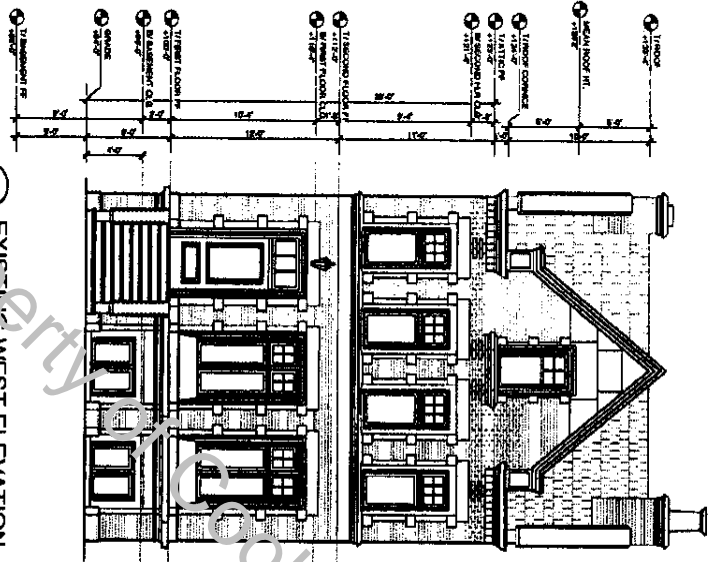


ARCHITECTS JACOBI & MACKEY CHICAGO, IL 60604 (312) 464-9223 (F) (312) 464-9555 (R) www.jacobimackey.com	3751 N GREENVIEW Chicago, Illinois	ZONING 07/28/11	Z2.2
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Architects  
 810 SOUTH WABASH  
 CHICAGO, IL 60605  
 (312) 644-0721  
 (312) 644-2121  
 www.lsdarchitects.com

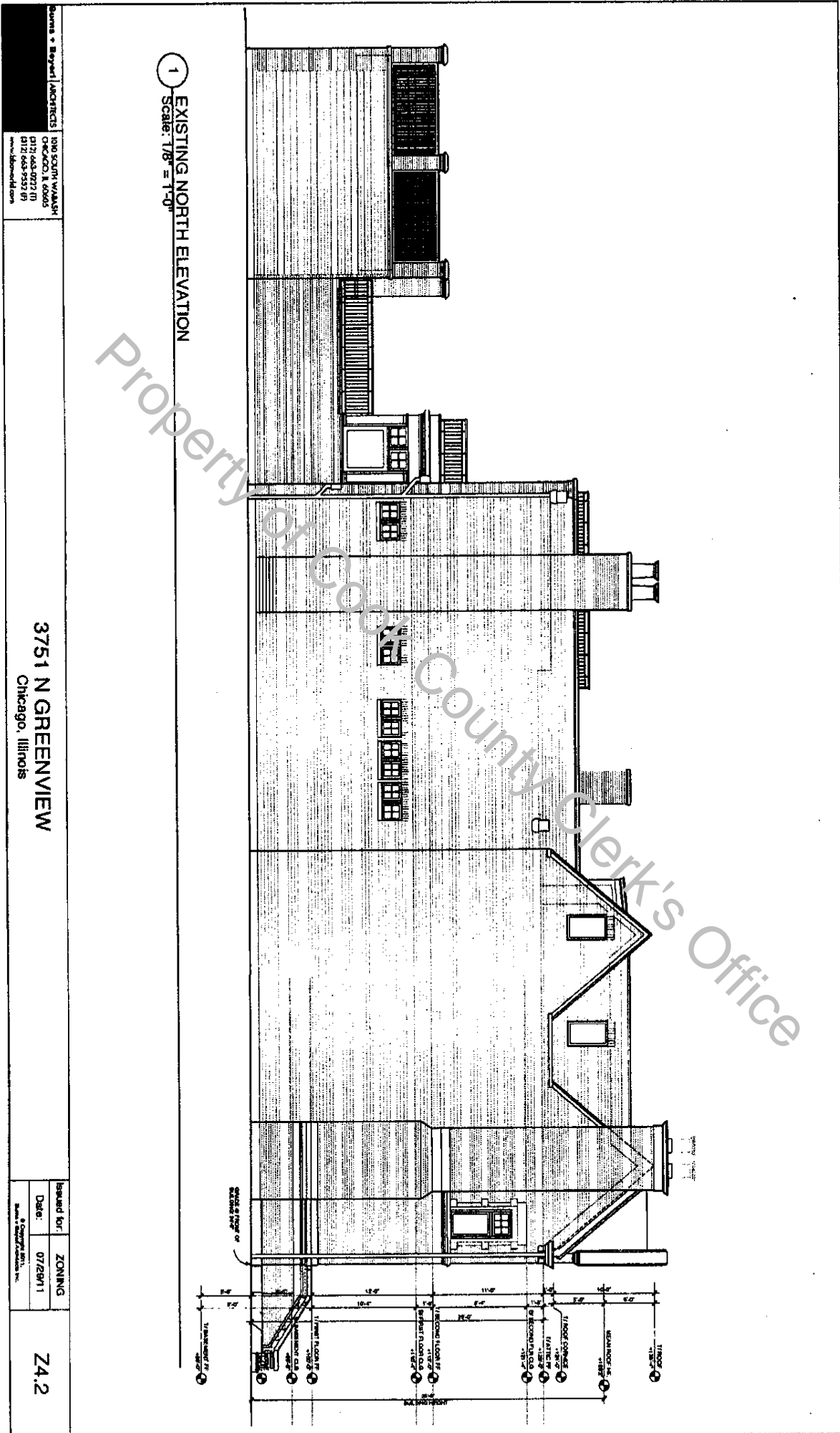


3751 N GREENVIEW  
 Chicago, Illinois

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 Date: 07/29/11

Z4.1

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1 EXISTING NORTH ELEVATION  
 Scale: 1/8" = 1'-0"

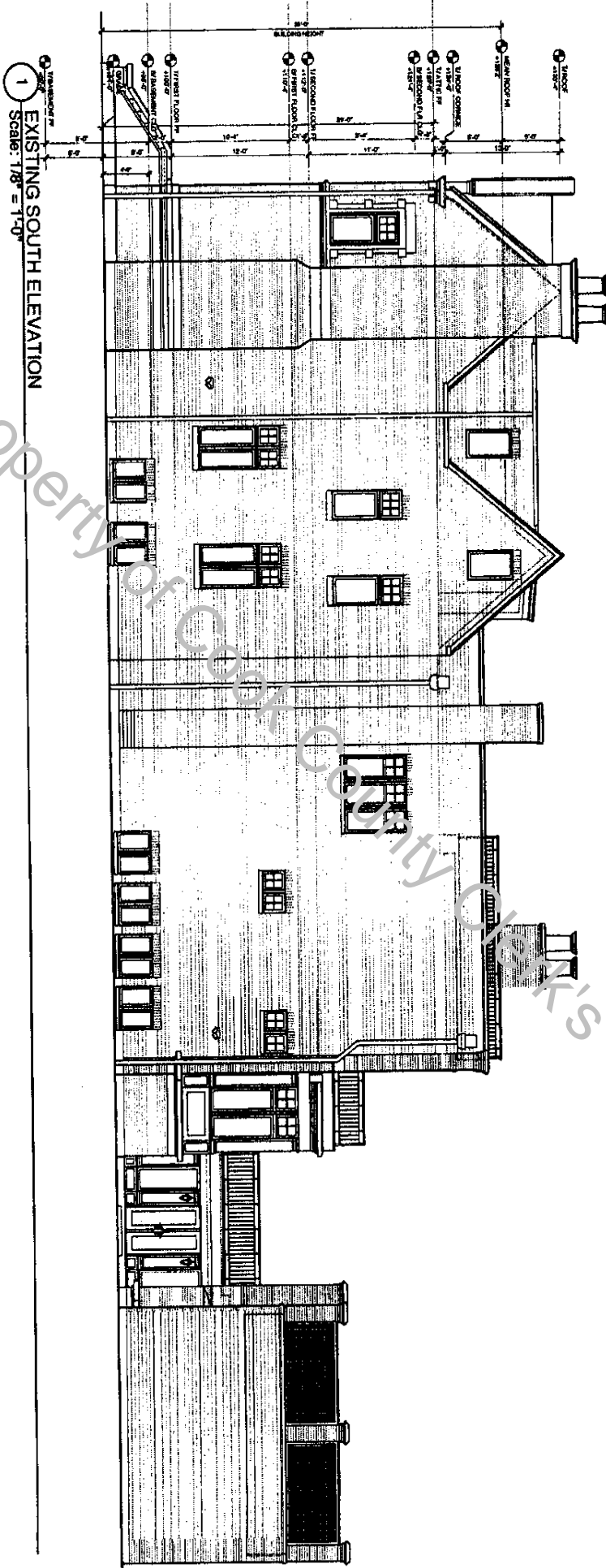
Design + Beyond ARCHITECTS  
 1010 SOUTH WABASH  
 CHICAGO, IL 60605  
 (312) 644-0723 (F)  
 (312) 644-9332 (M)  
 www.designandbeyond.com

3751 N GREENVIEW  
 Chicago, Illinois

Issued for ZONING  
 Date: 07/28/11  
 Name: Chicago, Illinois, Inc.

Z4.2

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1 EXISTING SOUTH ELEVATION  
 Scale: 1/8" = 1'-0"

Turner + Beggs | ARCHITECTS  
 1810 SOUTH WALKER  
 CHICAGO, IL 60605  
 (312) 663-0722 (T)  
 (312) 663-9557 (F)  
 www.turnerbeggs.com

3751 N GREENVIEW  
 Chicago, Illinois

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 Turner + Beggs, Inc.

Z4.3

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