



Doc#: 1134745032 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/13/2011 12:38 PM Pg: 1 of 9

**THIS DOCUMENT  
PREPARED BY AND  
AFTER RECORDING  
RETURN TO:**

**Eugene Kraus, Esq.  
150 South Wacker Drive  
Suite 2900  
Chicago, Illinois 60606**

## **AMENDED AND RESTATED RESTRICTIVE COVENANT**

**THIS AMENDED AND RESTATED RESTRICTIVE COVENANT** is made and entered into as of the 15<sup>th</sup> day of November, 2011 by PB and J III, LLC, an Illinois limited liability company ("**PBJ**"); Avondale Closeout, LLC, an Illinois limited liability company ("**AC**"); Jill C. Heise and Timothy J. Heise; Amy Klimowski and Mark Klimowski; Richard W. Wagner and Brian S. Rutter; and Thomas Boerman and Lauren Boerman (individually "**Grantor**" and collectively "**Grantors**").

### **WITNESSETH:**

A. PBJ is an Illinois limited liability company authorized to do business in Illinois with its principal office located at 4800 N. Harlem Ave., Harwood Heights, IL 60706 and as a Grantor herein is the owner of vacant lots 6, 7, 8, 9, 10, 12, 15, 16, 17, 18 19, and 20 of the Restricted Property (as hereinafter defined);

B. AC is an Illinois limited liability company authorized to do business in Illinois with its principal office located at 425 Inehl Rd. Bldg 18 Northbrook, IL 60062 and as Grantor herein is the owner of vacant lots 4 and 5 and lot 13 of the Restricted Property (as hereinafter defined) upon which there is constructed a single family residence;

C. PBJ and AC previously made and entered into that certain Restrictive Covenant dated October 1, 2010 and recorded October 14, 2010 as document number 1028739105 in the Office of the Cook County Recorder of Deeds (the "**Restrictive Covenant**") against certain real property, in the City of Chicago, County of Cook, State of Illinois which real property is legally described in Exhibit A attached hereto and by this reference made a part hereof (the "**Restricted Property**");

D. Timothy J. Heise and Jill C. Heise, husband and wife, are individuals who reside in the City of Chicago, County of Cook and as Grantors are owners of a single family residence located on lot 3 of the Restricted Property;

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E. Mark Klimowski and Amy Klimowski, husband and wife, are individuals who reside in the City of Chicago, County of Cook and as Grantors are owners of a single family residence located on lot 2 of the Restricted Property;

F. Richard W. Wagner and Brian S. Rutter, are individuals who reside in the City of Chicago, County of Cook and as Grantors are owners of a single family residence located on lot 14 of the Restricted Property;

G. Thomas Boerman and Lauren Boerman, husband and wife, are individuals who reside in the City of Chicago, County of Cook and as Grantors are owners of a single family residence located on lot 1 of the Restricted Property;

H. The Grantors are all of the owners of the lots that comprise the Restricted Property, and desire to amend and restate the Restrictive Covenant pursuant to the terms of this Amended and Restated Restrictive Covenant.

I. The Restricted Property is comprised of nineteen (19) single family lots in the Avondale Resubdivision;

J. The Villa Improvement League ("VIL") is an Illinois Not-for-Profit Corporation and a neighborhood association that includes 126 historic homes ("Villa District") located adjacent to the Restricted Property; and

K. As part of the development plan for the Restricted Property, the Grantors and the VIL have agreed to implement this Amended and Restated Restrictive Covenant relating to certain architectural and land use matters regarding the Restricted Property.

**NOW, THEREFORE,** Grantors hereby declare that the Restricted Property is and shall be transferred, held, sold, conveyed and accepted subject to this Amended and Restated Restrictive Covenant and that this Amended and Restated Restrictive Covenant shall be binding upon all of the owners of the Restricted Property.

1. Recitals. The above recitals are hereby restated and incorporated herein by this reference.

2. Property Restrictions.

- a) No single story or "ranch" homes may be built on any of the lots that comprise the Restricted Property.
- b) No multifamily structures may be built on any of the lots that comprise the Restricted Property; provided however, that not more than one (1) two-family residential dwelling may be built over and upon lots 4 and 5 together as one property.
- c) Subsequent to the initial construction of any residence on the Restricted Property, any changes to the exterior building materials or exterior architecture of any residence on the Restricted Property shall be subject to the approval of a committee which will consist of five (5) members; two (2) of which shall be homeowners from the Villa District and/or

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- members of the VIL and three (3) of which shall be owners of lots on the Restricted Property.
- d) With respect to any of the lots that comprise the Restricted Property fronting on Avondale, decorative front yard fencing shall be allowed in compliance with applicable codes and ordinances. With respect to any of the lots that comprise the Restricted Property fronting on Hamlin, no decorative front yard fencing shall be allowed. The fencing that exists on Lot 1 of the Restricted Property in its present location as of the date hereof shall not be deemed "front yard fencing" under this Paragraph 2(d) and therefore fencing in this location does not and will not, at any time in the future constitute a violation of this Paragraph 2(d).
3. Covenants Running with the Land. The restrictions contained herein shall be restrictions running with land and shall be binding upon all of the Grantors and their respective successors and assigns.
  4. Reservation of Rights. Except as expressly limited herein, Grantors reserve for themselves and their respective successors and assigns, all rights as owners of their respective portions of the Restricted Property, including the right to use the property for all purposes which are not inconsistent with nor in any way contrary to this grant.
  4. The Restrictive Covenant is hereby superseded by and replaced in its entirety with this Amended and Restated Restrictive Covenant.

**IN WITNESS WHEREOF**, the undersigned Grantors have caused this Restrictive Covenant to be executed as of the date first written above.

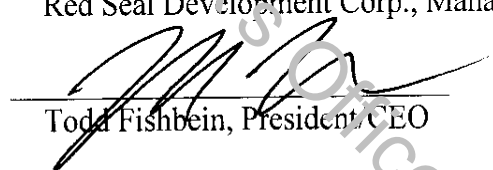
**GRANTORS:**

**PB and J III, LLC**, an Illinois limited liability company

By:   
Its: **MARK A. SHEKERJIAN**  
AUTHORIZED AGENT OF SOLE MEMBER

(Owner of lots 6 through 10, 12 and 15 through 20)

**Avondale Closeout, LLC**, an Illinois limited liability company

By: Red Seal Development Corp., Manager  
By:   
Todd Fishbein, President/CEO

(Owner of lots 4, 5 and 13)

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Shari Scheck, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Todd Fishbein, the President/CEO of Red Seal Development Corp., Manager of **Avondale Closeout, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation in its capacity as the manager of **Avondale Closeout, LLC**, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1<sup>st</sup> day of November, 2011.

Shari Scheck  
Notary Public

My Commission Expires: 9/25/12



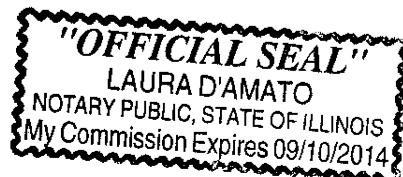
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Laura D'Amato, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Mark Shekerjian**, the **Authorized Agent Sole Member** of **PB and J III, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation in its capacity as the \_\_\_\_\_ of **PB and J III, LLC**, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1<sup>st</sup> day of November, 2011.

Laura D'Amato  
Notary Public

My Commission Expires: 9/10/14



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Thomas Boerman

Thomas Boerman

Lauren Boerman

Lauren Boerman

(Owners of Lot 1)

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, Laura Damato, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas Boerman and Lauren Boerman, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such person appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27<sup>th</sup> day of October, 2011.

Laura Damato  
Notary Public

My Commission Expires: 9/10/14



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*Amy Klimowski*

Amy Klimowski

*Mark Klimowski*

Mark Klimowski

(Owners of Lot 2)

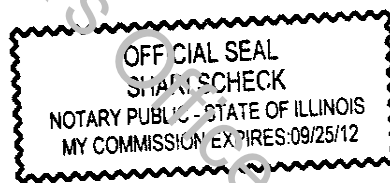
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Shari Scheck, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mark Klimowski and Amy Klimowski, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such person appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27<sup>th</sup> day of October, 2011.

Shari Scheck  
Notary Public

My Commission Expires: 9/25/12



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Jill C Heise  
Jill C Heise

Timothy J Heise  
Timothy J Heise

(Owners of Lot 3)

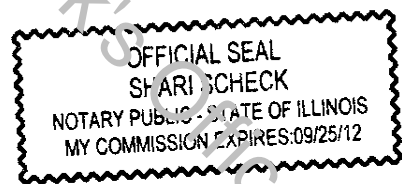
STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, Shari Scheck, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jill C Heise and Timothy J Heise, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such person appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27<sup>th</sup> day of October, 2011.

Shari Scheck  
Notary Public

My Commission Expires: 9/25/12



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Richard W. Wagner  
Richard W. Wagner

Brian S. Rutter  
Brian S. Rutter

(Owners of Lot 14)

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF COOK    )

I, Shari Scheck, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard W. Wagner and Brian S. Rutter, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such person appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31<sup>st</sup> day of October, 2011.

Shari Scheck  
Notary Public

My Commission Expires: 9/25/12





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## Exhibit A

### Restricted Property

Lots 1 through 10 and lots 12 through 20 in Avondale Resubdivision being a Resubdivision of Block 14 in Mason's Subdivision of Part of the East ½ of the Northwest ¼ of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Lot #	PIN	Address
1	13-23-128-034	3643 N. Hamlin Ave
2	13-23-128-035	3637 N. Hamlin Ave
3	13-23-128-036	3635 N. Hamlin Ave
4	13-23-128-037	3633 N. Hamlin Ave
5	13-23-128-038	3633 N. Hamlin Ave
6	13-23-128-039	3650 N Avondale Ave
7	13-23-128-040	3650 N Avondale Ave
8	13-23-128-041	3650 N Avondale Ave
9	13-23-128-042	3650 N Avondale Ave
10	13-23-128-043	3650 N Avondale Ave
12	13-23-128-045	3650 N Avondale Ave
13	13-23-128-046	3646 N Avondale Ave
14	13-23-128-047	3644 N. Avondale Ave
15	13-23-128-048	3650 N Avondale Ave
16	13-23-128-049	3650 N Avondale Ave
17	13-23-128-050	3650 N Avondale Ave
18	13-23-128-051	3650 N Avondale Ave
19	13-23-128-052	3650 N Avondale Ave
20	13-23-128-053	3650 N Avondale Ave