

UNOFFICIAL COPY



Doc#: 1211445037 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/23/2012 03:26 PM Pg: 1 of 5

DECLARATION OF RESTRICTIVE COVENANTS

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") is made this 26 day of January, 2012 by Faye Gartenberg, as Trustee of the Faye Gartenberg 1996 Declaration of Trust, dated March 15, 1996 whose address is 1112 N. Dearborn, Unit 5, Chicago, Illinois 60611 (hereinafter "Declarant")

RECITALS

WHEREAS, the premises commonly known as 1122 N. Dearborn, Chicago, Illinois was submitted to the Illinois Condominium Property Act pursuant to a Declaration of Condominium, as amended, ("1122 Declaration") for the 1122 North Dearborn Condominium Association (the "1122 Association") recorded with the Cook County Recorder of Deeds as Document No. 99598623.

WHEREAS, the 1122 Association includes condominium residential units and condominium parking units.

WHEREAS, Declarant owns and uses condominium parking units P93 and P98 in the 1122 Association (the "1122 Parking Units"), which 1122 Parking Units are legally described on Exhibit A hereto and possesses certain rights in the common elements in the 1122 Association pursuant to the 1122 Declaration.

WHEREAS, the premises commonly known as 1112 N. Dearborn, Chicago, Illinois was submitted to the Illinois Condominium Property Act pursuant to a Declaration of Condominium for the Residences on Dearborn Condominium Association (the "1112 Association") recorded with the Cook County Recorder of Deeds as Document No. 0335110081.

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING RETURN TO:

COMMON ADDRESS
1122 N. Dearborn
Chicago, Illinois 60611
Parking Units P93 and P98

DAVID SUGAR
ARNSTEIN & LEHR LLP
120 S. RIVERSIDE PLAZA, SUITE 1200
CHICAGO, ILLINOIS 60606

PINs: 17-04-413-021-1197 and
17-04-413-021-1202

UNOFFICIAL COPY

WHEREAS, the premises at 1122 N. Dearborn and the premises at 1112 N. Dearborn are adjacent to each other.

WHEREAS, Declarant owns and resides in residential condominium unit 5 in the 1122 Association, but does not also own a residential condominium unit in the 1122 Association.

WHEREAS, Declarant deems it advisable and in Declarant's best interests that the owners of parking units in the 1122 Association who do not also own residential units in the 1122 Association not have use of the 1122 Association's common element party room, common element fitness room and common element roof deck.

WHEREAS, Declarant deems it advisable and in Declarant's best interests that Declarant irrevocably waive Declarant's right, as the owner of the 1122 Parking Units, to use the 1122 Association's common element party room, common element fitness room and common element roof deck.

WHEREAS, Declarant desires to impose such restrictions by subjecting the 1122 Parking Units to a covenant and restriction to such effect, all as is more specifically set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purposes stated herein, Declarant hereby declares as follows:

1. The recitals set forth hereinabove are fully incorporated herein by this reference.
2. Declarant hereby irrevocably waives Declarant's right, solely as owner of the 1122 Parking Units, to use the 1122 Association's common element party room, common element fitness room and common element roof deck.
3. The 1122 Parking Units shall be held, sold and conveyed subject to the covenants, conditions and restrictions of this Declaration, all of which shall run with the land and be binding upon all parties now or hereinafter having any right, title or interest in or to the 1122 Parking Units.
4. 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 either of the 1122 Parking Units, but all provisions of this Declaration shall be binding and effective against any owner of either of the 1122 Parking Units whose title thereto is acquired by foreclosure, trustee sale or otherwise under such mortgage or trust deed, and shall remain effective as to the Parking Unit so acquired.
5. Enforcement of the provisions of this Declaration shall be by any proceeding at law or in equity, brought by the Declarant, Declarant's successors or assigns, or the Board of Directors of the 1122 Association, 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 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, Declarant's successors or assigns, or the Board of Directors of the 1122 Association to so enforce any covenant, restriction or other provision of this Declaration.

UNOFFICIAL COPY

6. This Declaration may not be rescinded or amended without the written consent of the Board of Directors of the 1122 Association; provided, however, notwithstanding the irrevocable provisions herein, this Declaration shall be deemed immediately terminated if after the date of this Declaration, the 1122 Declaration is amended or the 1122 Association promulgates any rules or regulations which, directly or indirectly, restrict, prevent, or prohibit the Declarant's or the Declarant's successor and assign's, from transferring, conveying or leasing one or more of the 1122 Parking Units to a person who owns (or in the event of lease, to a person who resides in) a residential unit in the 1122 Association or the 1112 Association.

7. In the event of a breach of any provision of this Declaration which results in litigation, upon adjudication of the litigation the prevailing party shall be entitled to all court costs and reasonable attorneys' fees incurred in connection with such litigation from the non-prevailing party.

8. Except as otherwise provided herein, all other rights or privileges granted to the Declarant in the 1122 Declaration are not waived and shall remain unchanged and in full force and effect.

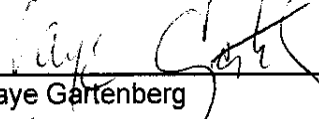
9. Invalidation of any covenant, restriction or other provision of this Declaration by judgment or court order shall in no way affect any of the other provisions of this Declaration and such other provisions shall remain in full force and effect.

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 either of the 1122 Parking Units and all persons claiming under them.

11. This Declaration shall be recorded in the Office of the Cook County Recorder of Deeds against both of the Parking Units.

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

Faye Gartenberg 1996 Declaration of Trust
dated March 18, 1996



By: Faye Gartenberg
Its: Trustee

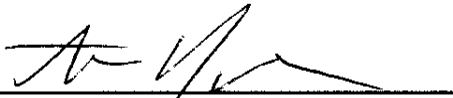
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Aaron Denk, a Notary Public in and for said County and State, do hereby certify that Faye Gartenberg, not individually, but as Trustee of the Faye Gartenberg 1996 Declaration of Trust, dated March 18, 1996, appeared before me this day in person and acknowledged that she signed and delivered the above and foregoing Declaration of Restrictive Covenants in her capacity as Trustee of the Faye Gartenberg 1996 Declaration of Trust, dated March 18, 1996 as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of January, 2012.





Notary Public

UNOFFICIAL COPY

EXHIBIT A

UNIT P93 AND UNIT P98 IN THE 1122 NORTH DEARBORN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN PARTS OF THE NORTH 1000 FEET OF LOT 18 AND ALL OF LOTS 19, 20 AND 21 IN BLOCK 18 IN BUSHNELL'S ADDITION TO CHICAGO IN THE EAST ½ OF THE SOUTH EAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 99598623, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Commonly known as: 1122 North Dearborn Street, Units P93 and P98, Chicago, IL 60611

PINs: 17-04-413-021-1197 and 17-04-413-021-1202

Property of Cook County Clerk's Office