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**DECLARATION OF
RESTRICTIVE
COVENANT
2301 NORTH
CAMPBELL
AVENUE**

Doc#: 1431816065 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/14/2014 03:29 PM Pg: 1 of 7

PREPARED BY AND
RETURN BY MAIL TO:
Daniel G. Lauer & Associates, P.C.
1424 West Division Street
Chicago, IL 60642-3360

THIS DECLARATION of Restrictive Covenant ("Restrictive Covenant") is made this 12th day of November, 2014, by **EZEM, Inc.**, (hereinafter also referred to as "Declarant", whose address is 1416 North Western Avenue, Chicago, Illinois 60622.

RECITALS

WHEREAS, Declarant, is the legal Owner and titleholder of a certain parcel of real estate legally described as follows (the "Premises"):

LOT 13 (EXCEPT THAT PART WHICH LIES NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 13, 32.58 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG A LINE 67.74 FEET TO A POINT WHICH IS 62.83 FEET NORTH OF THE SOUTH LINE OF SAID LOT 13; THENCE NORTH 0.42 FEET; THENCE EAST 42.26 FEET TO A POINT ON THE EAST LINE OF SAID LOT 13, 33.25 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 13) IN SUBDIVISION OF BLOCK 2 OF FREDERICK'S SUBDIVISION OF LOTS 1 AND 2 IN CIRCUIT COURT PARTITION OF THE EAST 63.42 ACRES LYING NORTH OF MILWAUKEE AVENUE, OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-36-209-028-0000

Commonly known as: 2301 North Campbell Avenue, Chicago, Illinois;

WHEREAS, Declarant intends that the Premises be utilized for the masonry (brick, stone and glass) construction of a building consisting of two (2) Residential Townhomes, to be sold to the general public, with three (3) car garage ("Intended Use") off of the public alley to the east;

WHEREAS, the present zoning for the Premises is RS-3 Residential Single-Unit District;

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WHEREAS, in order to construct the size and number of units in accordance with Declarant's Intended Use, Declarant intends to effectuate a zoning change for the Premises, to RT-3.5 Residential Two-Flat, Townhouse and Multi-Unit District;

WHEREAS, the Alderman of the 1st Ward of the City of Chicago, the Honorable Proco "Joe" Moreno, has reviewed Declarant's proposed construction. Declarant proposed the structure, attached hereto and made part hereof by this reference, which approved the two (2) Residential Townhomes provided it was built under the rules of the RT-3.5 Residential Two-Flat, Townhouse and Multi-Unit District;

WHEREAS, as is his practice, Alderman Moreno directed the Declarant to seek approval from the Greater Goethe Neighborhood Association. Based on that Community Group's approval, Alderman Moreno consents to the proposed zoning change to RT-3.5 Residential Two-Flat, Townhouse and Multi-Unit District, subject to this Restrictive Covenant being recorded against the Premises, restricting the Premises, in perpetuity, to the construction of a two (2) residential townhomes, to be sold to the general public, with three (3) car garage, all as depicted on the attached plans;

WHEREAS, Alderman Moreno has also thoroughly considered the proposal and finds that it is in compliance with his overall plan for the 1st Ward and that it is not out of character with similar small multi-unit buildings in the surrounding neighborhood;

WHEREAS, Declarant, in consideration of the City's consent and that of the Honorable Alderman Moreno, 1st Ward of the City of Chicago, to allow the change to RT-3.5 Residential Two-Flat, Townhouse and Multi-Unit District, now encumbers the Premises with this Restrictive Covenant, the terms of which are hereinafter described;

DECLARATIONS

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

1. The recitals set forth above are fully incorporated herein by this reference.
2. The Declarant warrants and represents that the Declarant is, or soon will be the true and lawful owner of the Premises and there is nothing in the Declarant's status which would prevent the validity or of effectiveness of this Covenant.
2. 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 without limitations or exceptions as are herein expressed, and further stipulate to the enforcement of this Restrictive Covenant in the future.

SPECIFIC COVENANTS

3. The Premises, or any portion thereof, shall be used solely for the purpose of the construction of a two (2) Residential Townhomes, with a maximum height of 35 feet, each with a separate three (3) car garage, as depicted on the attached. Additionally, Declarant hereby covenants that

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the Premises shall be built only as follows:

- (a) The building shall be limited to two (2) Residential Townhomes with height limited to 26 feet, 6 inches as defined by City Code;
- (b) There shall be a three (3) car garage;
- (c) All brick or other architectural materials, such as steel and "Ipe Wood", shall be used on all elevations of the building (no block material may be used on any elevation of the building);
- (d) Each building shall be built in compliance, subject to field changes, with the architectural plan prepared by Hanna Architects and attached hereto as Exhibit A;
- (e) The permit shall be processed in compliance with the Department of Buildings' Green Permitting process.

No building shall be erected on the Premises, nor shall construction begin on the Premises unless the structure is in substantial compliance with the attached. Plans for a building permit submitted to the City of Chicago, Department of Buildings, which contains architectural detail for a two (2) residential townhomes, with three (3) car garage on the Premises and in compliance with the above Paragraphs 3 (a) through (e) shall automatically be adjudged to be in conformity with Alderman Moreno's requirements. No issued permit for the Premises shall be in conformity with this Restrictive Covenant unless the plans shall comply with each provision of this Restrictive Covenant.

4. Breach of any of the covenants or violation of any other portions of this Restrictive Covenant 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 Restrictive Covenant 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.

5. Enforcement of the provisions of this Restrictive Covenant shall be by any proceeding at law or in equity, brought against the Declarant, persons violating or attempting to violate any covenant, restriction or other provision hereof, either to restrain or prevent such violation or attempted violation, to recover damages, or both. Failure by the Declarant, its successors and/or assigns, the City and/or the Community to promptly enforce any covenant, restriction or other provision of this Restrictive Covenant shall in no event be a bar to enforcement thereafter and shall not waive any rights against the Declarant, its successors or assigns, the City of Chicago, or the Community to so enforce any covenant, restriction or other provision of this Restrictive Covenant. In the event of litigation, the prevailing party in such litigation shall be reimbursed, as part of said litigation, all reasonable attorney's fees, and litigation and court costs from the losing party, whether incurred before or after judgment.

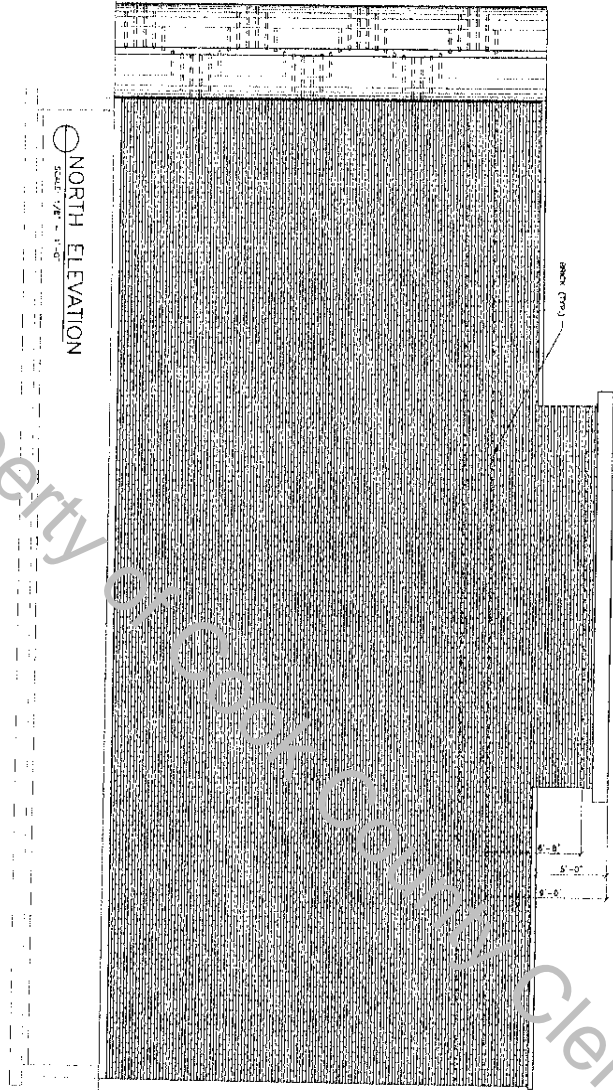
6. Invalidation of any covenant, restriction or other provision of this Restrictive Covenant by judgment, or court order shall in no way affect any of the other provisions of this Restrictive Covenant and such other provisions shall remain in full force and effect.

7. All covenants, conditions and restrictions contained in this Restrictive Covenant 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

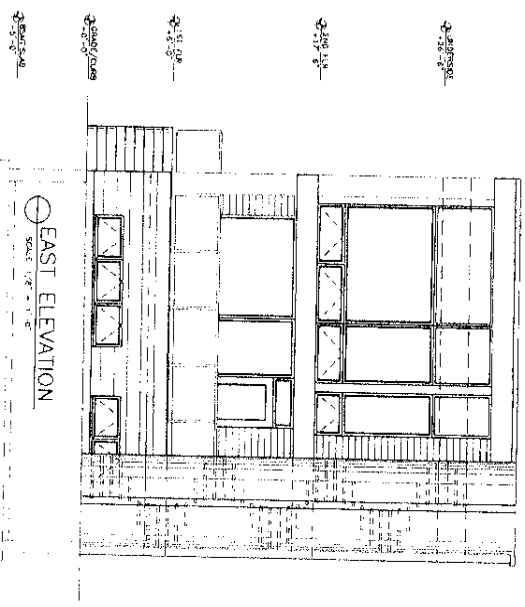
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2301 N. CAMPBELL AVE.

Property of Cook County Clerk's Office



⊙ NORTH ELEVATION
SCALE: 1/8" = 1'-0"



⊙ EAST ELEVATION
SCALE: 1/8" = 1'-0"

HANNA
ARCHITECTS, INC.

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PROFESSIONAL DESIGNER
ARCHITECT CORPORATION
LICENSE NUMBER 134 - 00385

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2301 N. CAMPBELL AVE.

Chicago, Illinois

