

# UNOFFICIAL COPY



THIS INSTRUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:  
Thomas S Moore  
111 West Washington Street  
Suite 1100  
Chicago, IL 60602  
(312) 251-1500

Doc#: 1435816044 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/24/2014 12:33 PM Pg: 1 of 6

## DECLARATION OF ADDITIONS TO RESTRICTIVE COVENANT

THIS DECLARATION OF ADDITIONS TO RESTRICTIVE COVENANT (Declaration) is made this 16 day of December, 2014, by Peerless Real Estate Investments, LLC, Series 1847-49 N. Halsted Street (sometimes hereinafter referred to as "Owner" or "Declarant").

### RECITALS:

WHEREAS, Declarant is the Owner and legal titleholder of a certain parcel of real estate in Chicago, Cook county, Illinois commonly known as 1847-49 N. Halsted Street, Chicago, Illinois and legally described on Exhibit "A", attached hereto and made a part hereof ("Premises"); and,

WHEREAS, Declarant intends that the Premises be utilized as a new eight (8) units or less residential building but needs certain zoning variations to allow the new eight (8) units or less residential building ("Intended Use"); and,

WHEREAS, to gain the support of the neighborhood association and the local Alderman, Declarant recorded a Declaration of Restrictive Covenant on September 16, 2014. Cook County Recording Number 1425945011; and,

WHEREAS, the neighbor to the north wants some additional clarifications and an extension of the Declaration of Restrictive Covenant for an additional ten (10) years; and,

WHEREAS, Declarant continues to confirm and remake all of the promises and restrictions made in the Declaration of Restrictive Covenant recorded September 16, 2014, but to accommodate the neighbor to the north will make this extension and these clarifications:

### DECLARATIONS:

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3 of 3

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NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose stated herein, Declarants declare 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 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 the new eight units or less residential building and for no other purpose whatsoever.
4. Development of the property is limited to building a building substantially as illustrated on plans developed by Jonathan Splitt Architects, Ltd. and dated June 10, 2014 with an updated roof plan dated September 11, 2014 and attached hereto as Exhibit "B".
5. As shown in the roof plan as a part of the attached plans (Amended Exhibit B), Declarant has agreed for itself and its successors not to build any structures or place any items, including but not limited to, furniture, plants, vegetation, umbrellas, heating lamps, grills or other cooking equipment, taller than 53 feet above grade in the area labeled Zone B on the roof plan included as a part of the plans developed by Jonathan Splitt Architects, Ltd. dated September 11, 2014 attached hereto as "Amended Exhibit B".
  - 5A. Further, Declarant has agreed for itself and its successors not to build any decking in the area labeled Zone A on Amended Exhibit B and Zone A shall be segregated from all other useable deck areas and shall be used for mechanical purposes only and shall be considered off limits for recreational deck use.
  - 5B. No perimeter parapet wall or railing shall exceed 53 feet above grade.
6. All covenants, conditions, and restrictions contained in this Declaration shall run with the land and shall be binding upon all parties and persons owning any portion of the premises.
7. No structure shall be erected on the Premises, nor shall construction begin on any building, unless the plans and specifications of any structure proposed to be erected have been submitted to the City and written approval therefrom 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.
8. Breach of any of the covenants or violation of any other portions of this

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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.

9. Enforcement of the provisions of this Declaration shall be by any proceeding at law or in equity, brought by the Declarants, their successors or assigns, or the City, or the Office of the Alderman which has jurisdiction over the Premises or by any property owner within 250 feet of the Premises, or by any other party with standing to enforce the covenant under Illinois law against any person(s), or attempting to violate and 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 Declarants, their successors, or assigns, or the City 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 successor or assigns, the City, or the Office of the Alderman, to so enforce any covenant, restriction or other provision of this Declaration.

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

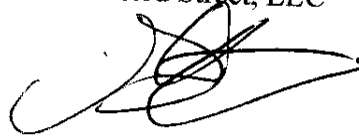
11. All covenants, conditions and restrictions contained in this Declaration shall run with the land and shall be binding upon all parties and all persons owning any portions of the Premises and all persons claiming under them until the earlier of (i) thirty (30) years from the date hereof; (ii) the zoning classification of the Premises is changed from RM4.5 Residential Multi-Unit District; or (iii) an instrument signed by the then owners of the Premises and the Office of the Alderman which has jurisdiction over the Premises is recorded against the Premises modifying, amending or terminating the covenants, conditions and restrictions contained herein.

IN WITNESS WHEREOF, Declarants have executed this Declaration as of the date and year first above written.

Declarant:

Peerless Real Estate Investments Series  
1847-49 N Halsted Street, LLC

By:




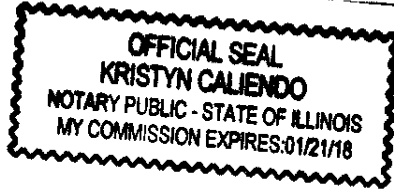
Its Managing Member

AUTHORIZED AGENT

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Subscribed and sworn to  
before me this 10 day  
of December, 2014.

  
Notary



## Exhibit A

### Legal Description

UNIT NO(S) 1847E, 1847W, 1849E AND 1849W IN 1847-49 NORTH HALSTED CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE WEST 131 FEET OF THE LOTS 5, 6, AND 7 IN SHEFFIELD'S SUBDIVISION OF THE WEST ½ OF LOTS 20 TO 24 IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 27311483 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Commonly Known as: 1847-49 North Halsted

PIN: 14-33-300-111-1001  
14-33-300-111-1002  
14-33-300-111-1003

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14-33-300-111-1004

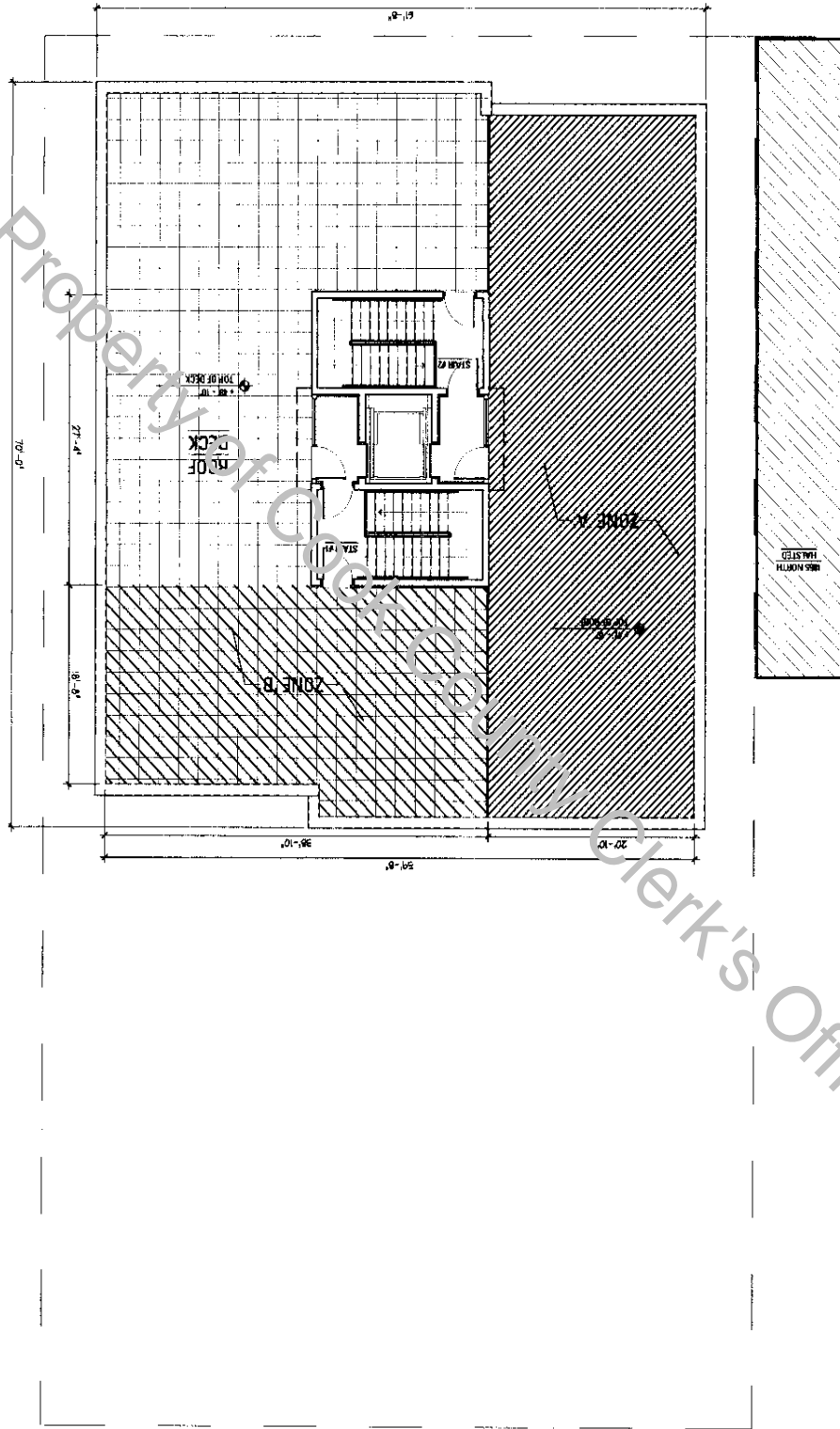
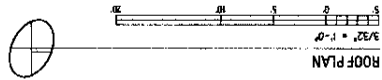


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**Exhibit B**

See attached plans by Jonathan Splitt Architects, LTD dated June 10, 2014 with updated roof plan dated September 11, 2014

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A  
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1400  
MULTI-UNIT RESIDENTIAL DEVELOPMENT  
NEW CONSTRUCTION  
1847-49 NORTH HALSTED  
CHICAGO, IL  
1000014, ISSUED FOR REVIEW

proj.#	description
1400	MULTI-UNIT RESIDENTIAL DEVELOPMENT
1847-49 NORTH HALSTED	NEW CONSTRUCTION

Property of Clerk's Office

**JSA**  
Jonathan SPILTT architects llc  
4001 north renaissance avenue  
suite 601  
chicago illinois 60612-2576  
773 889 1017 fax 773 883 3081