

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:
MARK J. KUPIEC
77 West Washington Street - Suite 1801
Chicago, Illinois 60602



Doc# 1727934016 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/06/2017 09:46 AM PG: 1 OF 4

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Declaration") is made this 11th day of May, 2017 by 819 N. ASHLAND LLC, an Illinois limited liability company (herein referred to as "Owner" or "Declarant").

RECITALS:

WHEREAS, the Declarant is the Owner and the legal titleholder of a certain parcel of real estate in Chicago, Cook County, Illinois, commonly known as 1555 West Fry Street, Chicago, Illinois also known as 819-823 North Ashland Ave., Chicago (and more accurately described on Exhibit A, attached hereto and incorporated herein by reference) (the "Property"); and

WHEREAS, the subject Property is currently improved with a multi-family residential building, and

WHEREAS, Declarant intends that the Property be utilized to build a new nine-unit residential building and accessory and related uses ("Intended Use"); and

WHEREAS, the present zoning for the Property is a B2-3 District, and

WHEREAS, in order to accommodate Declarant's Intended Use, Declarant needs the existing B2-3 District to continue; and

WHEREAS, the Property shall be subject to a restrictive covenant being recorded against the Property, restricting the Property to the Intended Use; and

WHEREAS, Declarant, in consideration of the City of Chicago, issuing a building permit for the Intended Use, shall encumber the Property with a restrictive covenant setting forth the aforesaid restrictions, all as more specifically set forth below.

UNOFFICIAL COPY

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 Property 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 Property or in any part thereof, and upon those claiming under them, with such limitations or exceptions as are herein expressed.
3. While the Property, or any portion thereof is zoned a B2-3, it shall be used solely to build a new nine-unit residential building and accessory and related uses, built in substantial compliance with the building permit issued.
4. There will be 9 on-site parking spaces provided at the Property.
5. The height of the new building will not be greater than 50'-7" feet, such building height to be measured as defined by the Chicago Zoning Ordinance.
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 Property, but all provisions of this Declaration shall be binding and effective against any owner of any portion of the Property 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 Property 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, or the City of Chicago, or the Alderman of the Ward against any person or persons violating or attempting to violate any covenants, 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, or the City to promptly enforce any covenants, 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, or the City, or the Alderman to so enforce any covenant, restriction, or other provision of this Declaration.
8. 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.
9. 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 Property and all persons claiming under them until the earlier of (i) twenty (20) years from the date hereof; (ii) the zoning classification of the Property changes from a B2-3 District; or (iii) an instrument signed by a majority of the then owners of the

UNOFFICIAL COPY

Property and the office of the Alderman which has jurisdiction over the Property is recorded against the Property modifying, amending, or terminating the covenants, conditions, and restrictions contained herein.

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

OWNER/DECLARANT

819 N. ASHLAND, LLC an Illinois Limited Liability Company

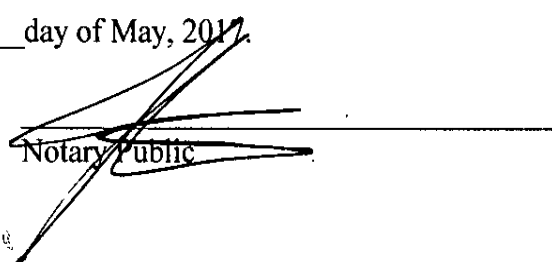
By: 

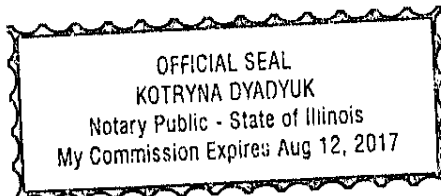
Its Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Mikhail Skoulsey, personally known to me to be the same person whose name is subscribed to the foregoing Declaration of Restrictive Covenants, respectively appeared before me this day in person and acknowledged that he signed and delivered said instrument, as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal, this 11 day of May, 2017.


Notary Public



UNOFFICIAL COPY

EXHIBIT "A"

**PROPERTY ADDRESS: 1555 W. Fry Street, Chicago, IL 60642;
also known as 819-823 North Ashland Ave., Chicago**

Pin: 17-05-325-003-0000 and 17-05-325-056-0000

PARCEL 1:

LOT 1 IN THE COMMISSIONER'S PARTITION OF LOTS 27 AND 28 WITH LOTS 5, 6, 7 AND 8 (EXCEPT THE WEST 1 FOOT OF SAID LOT 8) OF KUHL'S SUBDIVISION OF LOT 33 IN THE SUBDIVISION OF 1 ACRE IN THE SOUTHWEST CORNER OF OUT LOT OF BLOCK 29 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID LOT 1 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5 AFORESAID CONVEYED TO CITY OF CHICAGO FOR WIDENING OF NORTH ASHLAND AVENUE), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 (EXCEPT THAT PART THEREFROM LYING WEST OF A LINE 50 FEET EAST AND PARALLEL TO THE WEST LINE OF SECTION 5) IN COMMISSIONERS PARTITION OF LOTS 27, 28, 5, 6, 7 AND PART OF 8 OF KUHL'S SUBDIVISION OF LOT 33 IN SUBDIVISION OF 1 ACRE IN THE SOUTHWEST CORNER OF OUT-LOT 29 IN CALAN TRUSTEE'S SUBDIVISION IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 29 (EXCEPT THAT PART OF SAID LOT 29 LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5, HEREINAFTER MENTIONED) IN JOHN KUHL'S SUBDIVISION IN THE SOUTHWEST CORNER OF BLOCK 29 IN THE CANAL TRUSTEE'S SUBDIVISION IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;