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(Space Above For Recorder's Use)

**1101 WEST OFFICE LLC**  
(Declarant)

to

**1101 WEST LAKE STREET LLC**  
(Lender)

## DECLARATION OF RESTRICTIONS

Dated: as of March 4, 2022

Premises: 1101 West Lake Street  
Units 1, 2, 4 & 6  
Chicago, Illinois 60607

County: Cook



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## DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (this “**Declaration**”), is dated as of March 4<sup>th</sup>, 2022 and is made by 1101 WEST OFFICE LLC, an Illinois limited liability company having an address for purposes of notices and legal process at 85 Delancey Street, New York, New York 10002 (the “**Declarant**”), to and for the benefit of 1101 WEST LAKE STREET LLC, a New York limited liability company having offices at 122 East 42<sup>nd</sup> Street, Suite 1903, New York, New York 10168 (together with its successors and assigns, the “**Lender**”).

### WITNESSETH

WHEREAS, pursuant to that certain Loan Agreement dated as of even date herewith by and between Declarant, as borrower, and Lender, as lender (together with any and all extensions, renewals, modifications, substitutions and amendments thereof, the “**Loan Agreement**”), Lender made to Declarant a certain loan in the original principal amount of Ten Million and 00/100 Dollars (\$10,000,000.00) (the “**Loan**”), which Loan is secured by, among other things: (a) that certain Mortgage and Security Agreement dated as of even date herewith, made by and between Declarant, as mortgagor, and Lender, as mortgagee (the “**Mortgage**”), which Mortgage encumbers the real property and improvements owned by Declarant known as and by the street addresses 1101 West Lake Street, Units 1, 2, 4 & 6, Chicago, Illinois 60607 (collectively, the “**Property**”), which Property is more particularly described on Exhibit A annexed hereto and made a part hereof; and (b) the pledge by Israel Weinberger, an individual (the “**Pledgor**”) of one hundred percent (100%) of his legal and beneficial ownership interests in Declarant; and

WHEREAS, Lender is willing to make the Loan to Declarant, subject to, and in accordance with, the terms and conditions of the Loan Agreement; and

WHEREAS, Declarant has requested that Lender make the Loan and acknowledges that it will benefit by the making of the Loan.

NOW, THEREFORE, in consideration of the making of the Loan by Lender to Declarant, Declarant hereby declares as follows:

1. Declarant shall not: (a) transfer, assign, mortgage or otherwise encumber all or any portion of the fee estate and the interest of Declarant in the Property, specifically excepting, however, the Mortgage, unless the Loan is paid in full simultaneously with such transfer, assignment, mortgage or other encumbrance; or (b) pledge, collaterally assign or encumber or permit the encumbrance of any membership or other ownership interest in Declarant, specifically excepting, however, any such pledge, collateral assignment or encumbrance made pursuant to that certain Pledge and Security Agreement (the “**Pledge Agreement**”), dated as of even date herewith, made by Pledgor, as pledgor, to and for the benefit of Lender, as secured party, together with any and all extensions, renewals, modifications, substitutions and amendments thereof. Any such purported transfer, assignment, mortgage, encumbrance or pledge shall, at the election of Lender, be void and of no further force or effect.

2. This Declaration may not be changed, modified, amended, withdrawn or terminated in any manner, except by a written instrument duly executed and acknowledged by Lender and

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recorded in the Cook County Records.

3. At such time as the Loan is paid in full, and the Mortgage is released, satisfied or assigned of record, this Declaration and all of Lender's right, title and interest hereunder shall terminate.

4. The execution and delivery by Declarant of this Declaration has been duly authorized thereby.

5. This Declaration shall be binding upon the respective permitted successors and permitted assigns of Declarant, and inure to the benefit of Lender and its successors and assigns.

6. This Declaration shall be governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to principles of conflicts of laws. This Declaration was negotiated and delivered in the State of New York, and accepted by Declarant in the State of New York, and the proceeds of this Declaration were disbursed from the State of New York, which state the parties irrevocably and unconditionally agree has a substantial, normal and reasonable relationship to the underlying transaction embodied hereby and to the parties and, this Declaration and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to choice of law considerations, applicable to contracts made and performed in such state and any applicable law of the United States of America, and Declarant shall not assert a defense, which defense in any way contests the applicability of the laws of the State of New York, except that at all times the provisions for the creation, perfection, priority, enforcement and foreclosure of the liens and security interests created pursuant hereto and pursuant to the other loan documents with respect to the Property shall be governed by and construed according to the law of the State of Illinois. The parties hereto agree that any proceeding instituted in either of such courts shall be of proper venue, and waive any right to challenge the venue of such courts or to seek the transfer or relocation of any such proceeding for any reasons. The parties hereto further agree that such courts shall have personal jurisdiction over the parties, any judgment or decree obtained in any such action or proceeding may be filed or enforced in any other appropriate court.

7. The recitals hereof, and the exhibits annexed hereto, are hereby incorporated by reference into this Declaration, with the same force and effect as if the same were fully set forth herein.

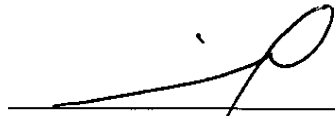
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

**DECLARANT:**

**1101 WEST OFFICE LLC**  
an Illinois limited liability company

By:   
Name: Israel Weinberger  
Title: Authorized Signatory

STATE OF NEW YORK    )  
  : ss:  
COUNTY OF NY    )

On the 3 day of March in the year 2022, before me, the undersigned, personally appeared Israel Weinberger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

SHELLY SAMRA  
Notary Public, State of New York  
Registration #02SA6298798  
Qualified In New York County  
Commission Expires March 17, 2022

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## EXHIBIT A LEGAL DESCRIPTION

Situated in the County of Cook, State of Illinois, to wit:

### Parcel 1A:

Units 2, 4, and 6 in the 1101 West Lake Street Condominium, as shown on that certain ALTA/ASCM Land Title Survey, dated January 27, 2006, prepared by Professionals Associated Survey, Inc., and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

Which survey is attached as Exhibit "B" to the Amended and Restated Declaration of Condominium recorded February 1, 2006 as Document Number 0603232127, and as further amended from time to time, which amends and restates the Declaration of Condominium recorded January 18, 2004 as Document 0401644052, together with their undivided percentage interest in the common elements.

### Parcel 1B:

The exclusive right to the use of G-1, G-12, G-14, G-15, G-16 and G-17, limited common elements as delineated on the survey attached to the Declaration of Covenants, Conditions, Restrictions and Easements recorded February 1, 2006 as Document 0603232130, as amended by the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements recorded May 6, 2015 as Document 1512616075, and Second Amendment recorded November 1, 2018 as Document 1830545052.

### Parcel 1C:

Non-exclusive easements for the benefit of Parcel 1A as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements recorded February 1, 2006 as Document 0603232130, as amended by the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements recorded May 6, 2015 as Document 1512616075, and Second Amendment recorded November 1, 2018 as Document 1830545052, for support, utilities, encroachments, and ingress and egress.

### Parcel 2:

That part of Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows:

That property and space contained within and between that certain horizontal plane located 17.14 feet above Chicago City Datum and that certain other horizontal plane located 30.91 feet above Chicago City Datum, lying within the boundaries projected vertically of that part of Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at the Northwest corner of said Lot 2, being also the Northwest corner of a six story brick building commonly known as 1101-09 West Lake Street in Chicago; thence East along the North line of said Lot 2, being also along the exterior face of said building, a distance of 1.80 feet; thence South at right angles to the last described course, a distance of 2.09 feet to a point on the vertical line of intersection of the interior faces of two walls of said building, being the point of beginning of the parcel herein described; thence along the

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interior faces of the walls of the enclosed space described herein, the following courses and distances: East at right angles to the last described course, a distance of 50.96 feet; South at right angles to the last described course, a distance of 12.39 feet; East at right angles to the last described course, a distance of 7.47 feet; South at right angles to the last described course, a distance of 14.63 feet; East at right angles to the last described course, a distance of 6.97 feet; North at right angles to the last described course, a distance of 18.48 feet; West at right angles to the last described course, a distance of 5.28 feet; North at right angles to the last described course, a distance of 6.76 feet; East at right angles to the last described course, a distance of 37.53 feet; South at right angles to the last described course, a distance of 51.92 feet; West at right angles to the last described course, a distance of 19.14 feet to a bend in the wall; Northwesterly along a line making an angle of 169 degrees 44 minutes 08 seconds measured counter-clockwise, East to Northwesterly from the last described course, a distance of 13.72; North along a line making an angle of 100 degrees 15 minutes 52 seconds measured counter clockwise, Southeasterly to North from the last described course, a distance of 15.04 feet; East at right angles to the last described course, a distance of 0.41 feet; North at right angles to the last described course, a distance of 3.90 feet; West at right angles to the last described course, a distance of 7.00 feet; South at right angles to the last described course, a distance of 47.00 feet; West at right angles to the last described course, a distance of 18.92 feet; South at right angles to the last described course, a distance of 18.20 feet; West at right angles to the last described course, a distance of 0.52 feet; North at right angles to the last described course, a distance of 1.80 feet; West at right angles to the last described course, a distance of 1.45 feet; South at right angles to the last described course, a distance of 1.05 feet; West at right angles to the last described course, a distance of 12.50 feet; North at right angles to the last described course, a distance of 2.61 feet; West at right angles to the last described course, a distance of 25.08 feet; North at right angles to the last described course, a distance of 31.62 feet; East at right angles to the last described course, a distance of 3.55 feet; North at right angles to the last described course, a distance of 5.13 feet; West at right angles to the last described course, a distance of 3.85 feet; North at right angles to the last described course, a distance of 5.40 feet to the point of beginning.

Parcel 2A:

Non-exclusive easement appurtenant to and for the benefit of Parcel 2 for ingress and egress as contained in and created by Declaration of Covenants, Conditions, Restrictions and Easements dated January 27, 2006 and recorded February 1, 2006 as Document 0603232130 over, on, across and through the condominium property, as defined therein.

PINS: 17-08-428-026-1002  
 17-08-428-026-1004  
 17-08-428-026-1006  
 17-08-428-025-0000