

COVENANT AND AGREEMENT

THIS COVENANT AND AGREEMENT is entered into as of this 28th day of February, 1998 by and between Michael & Karin Golden ("Owner") and Bucktown Community Organization ("BCO"), an Illinois not-for-profit corporation.

RECITALS:

A. Owner is the owner of the real property (the "Property") legally described on Exhibit A, attached hereto and made a part hereof, commonly known as 1755 North Wilmet located in Chicago, Illinois, which contains approximately 7,392 square feet of land:

B. BCO is a duly chartered neighborhood organization in Chicago, Illinois:

C. The Property is currently classified under the Chicago Zoning Ordinance as an M1-2 Restricted Manufacturing District and is located in the neighborhood over which BCO has jurisdiction;

D. Owner has submitted an application (the "Application") to the City of Chicago to reclassify the Property to an R4 General Residence District in order to permit the construction of a single family home (the "Project") on such property; and,

E. After consultation and negotiation, Owner and BCO have reached certain agreements with respect to the Project which are set forth in this Agreement.

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO	STREET ADDRESS	PIN
Robert Buono 400 West Huron Chicago, IL 60610	1755 North Wilmet Chicago, IL 60647	14-31-321-015-0000 (Lot 15) 14-31-321-014-0000 (Lot 16) 14-31-321-013-0000 (Lot 17)

Box 340

J. WATERS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto agree as follows:


1. **Density.** The number of residential units constructed on the Property shall be limited to one (1) unit, in perpetuity, and the Property shall only be used as a single family residence.
2. **Design.** The Project shall be constructed and located on the Property in substantial conformance with the plans and specifications (the "Plans and Specifications") dated Feb, 1998 prepared by Steven E. Ryniewicz, copies of which are attached hereto as Exhibit B and made a part hereof. Owner shall not make any material changes to the Plans and Specifications or construction any improvement on the Property not in substantial conformance with such plans and specifications without first obtaining the written consent of BCO, which consent shall not be unreasonably withheld or delayed.
3. **BCO Support.** BCO agrees to support the Application and, if necessary, any exceptions from the required yard setbacks in order to construct the Project, by its presence at any hearings and/or by a written statement in support of the Project. BCO further agrees to advise the Alderman of the Ward in which the Property is located of BCO's approval of the Project as contemplated by the Plans and Specifications.
4. **Exclusivity.** Owner and BCO hereby acknowledge that they have read this Agreement and understand and agree to be bound by its term, and further agree that this Agreement is the complete and exclusive statement of the agreements between the parties hereto and supercedes all prior communications, written or oral, between the parties hereto with respect to the Project and this Agreement.
5. **Perpetual Covenant.** The terms of this Agreement, including the covenants created thereby, shall constitute covenants running with the land and shall inure to the benefit of and be binding upon Owner, its heirs, successors and assigns and any person or persons claiming title by, through or under them.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and shall be binding upon Owner and BCO and their respective successors and assigns, and upon any person(s) claiming an interest in title to the Property by, through, or under Owner.
7. **Counterparts.** This Agreement may be executed in counterparts and, provided each party has executed and delivered at least one counterpart hereof, such counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute one and the same instrument.


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8. Recording. Owner shall record or cause to be recorded this Agreement, including without limitation, all exhibits thereto, and submit to BCO within five (5) business days after the date of execution of the Agreement evidence reasonably satisfactory to BCO of the recordation thereof in the office of the Recorder of Deeds, Cook County, Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.


OWNER:


Michael Golden


Karin Golden

BCO:

Bucktown Community Organization, an Illinois not-for-profit corporation

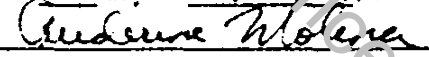
By: 
Its: President

Name: Bucktown Community Organization

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael and Karin Golden personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of Feb., 1998.


Notary Public
Commission Expires: 01/02/2000

"OFFICAL SEAL"
AUDERINE MOLINA
Notary Public State of Illinois
My Commission Expires 01/02/2000

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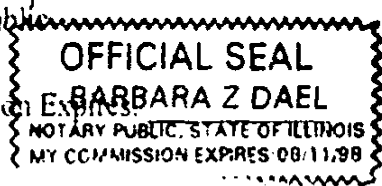
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s/he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 1998.

Notary Public _____

Commission Expires _____



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EXHIBIT B
PLANS AND SPECIFICATIONS
[ATTACHED]

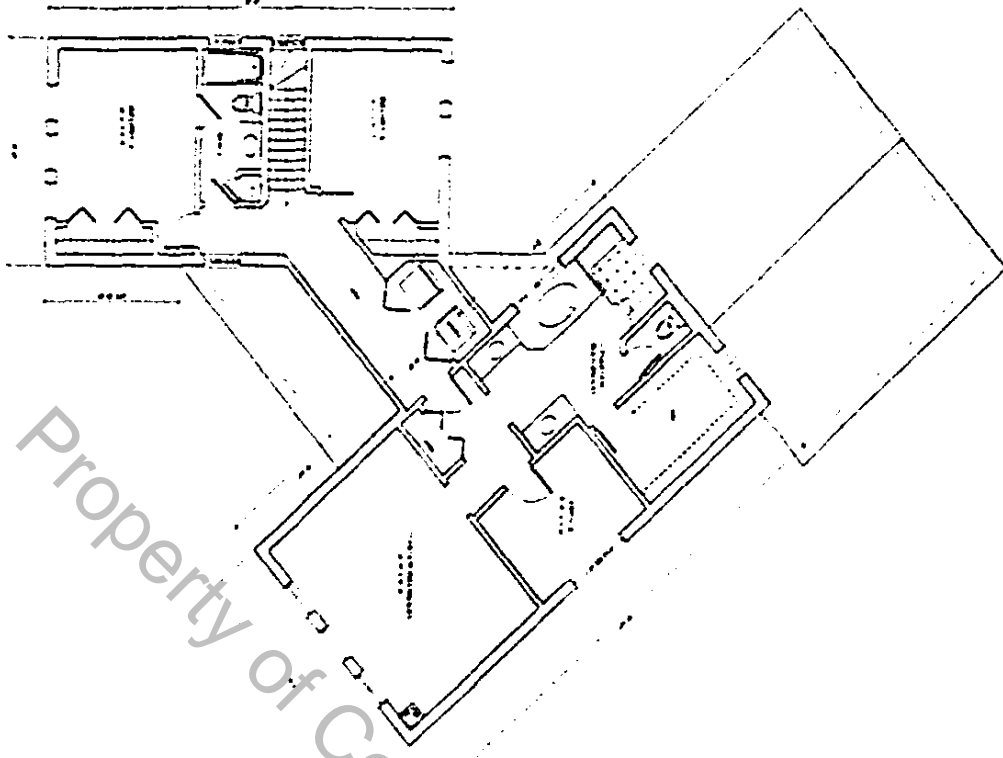
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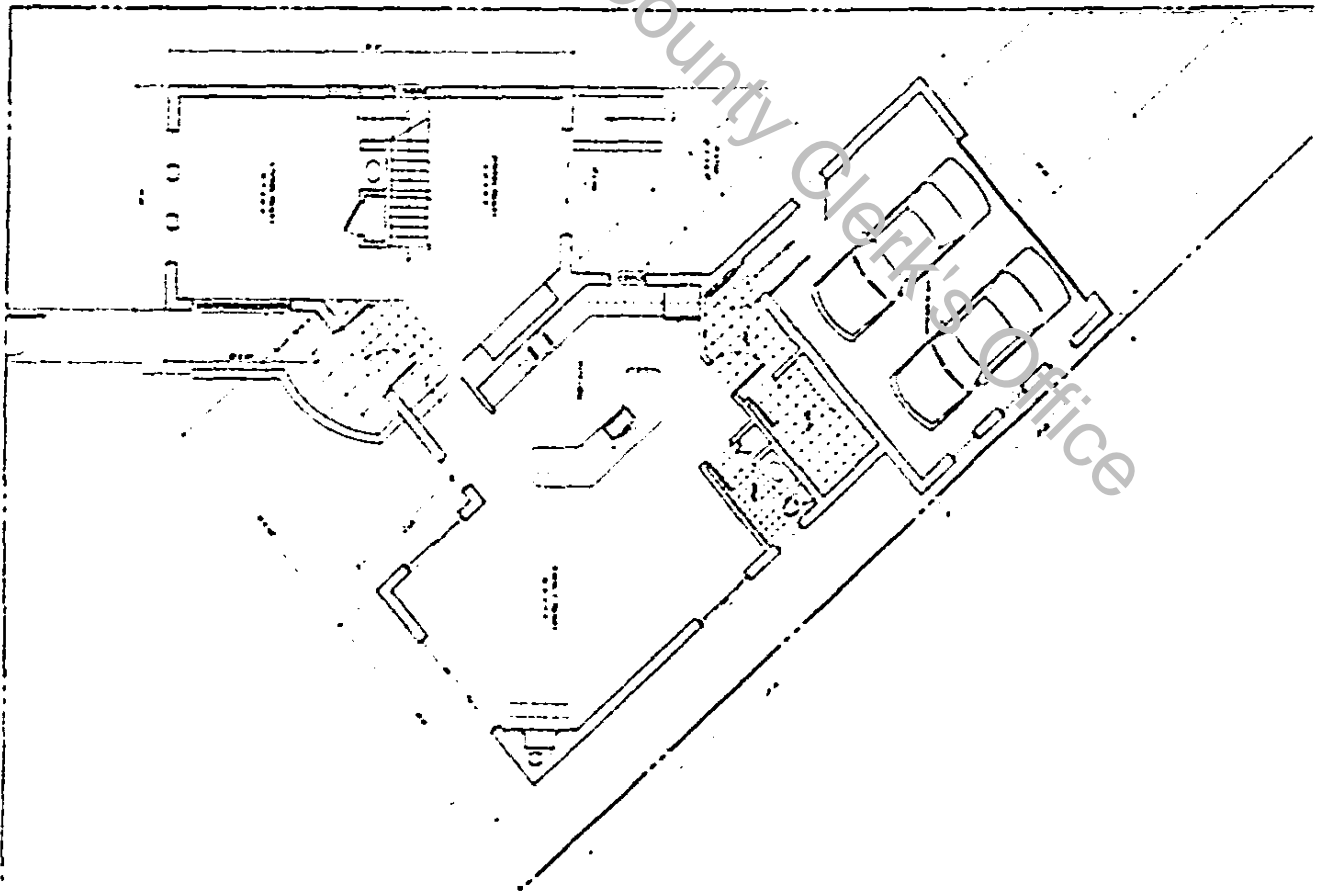
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(N) SECOND FLOOR PLAN



(S) FIRST FLOOR PLAN



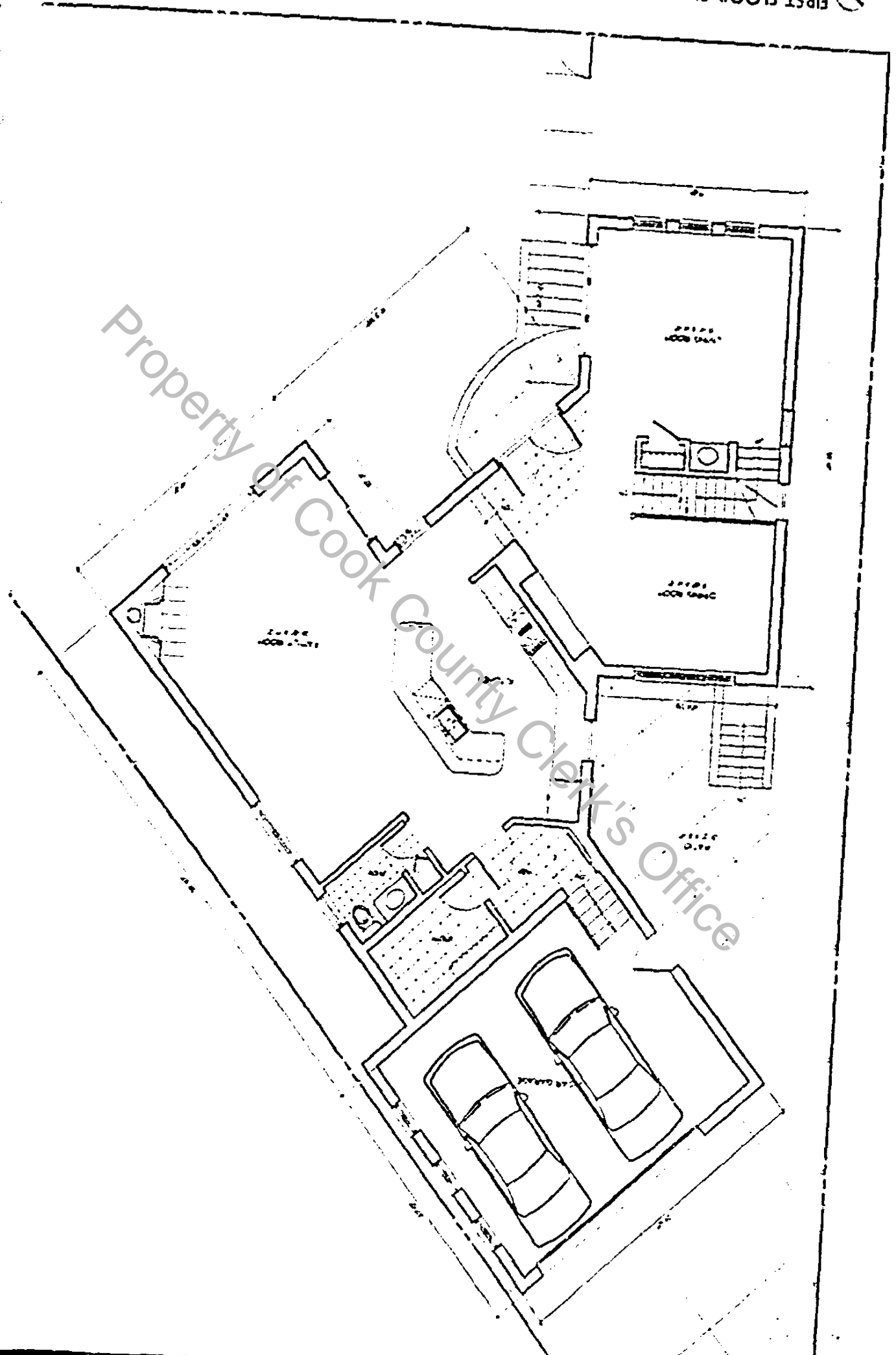
A-2

Golden Residence
255 North Waince Street Chicago, Ill 60610

9/01
Division of
Administration
Cook County Clerk's Office

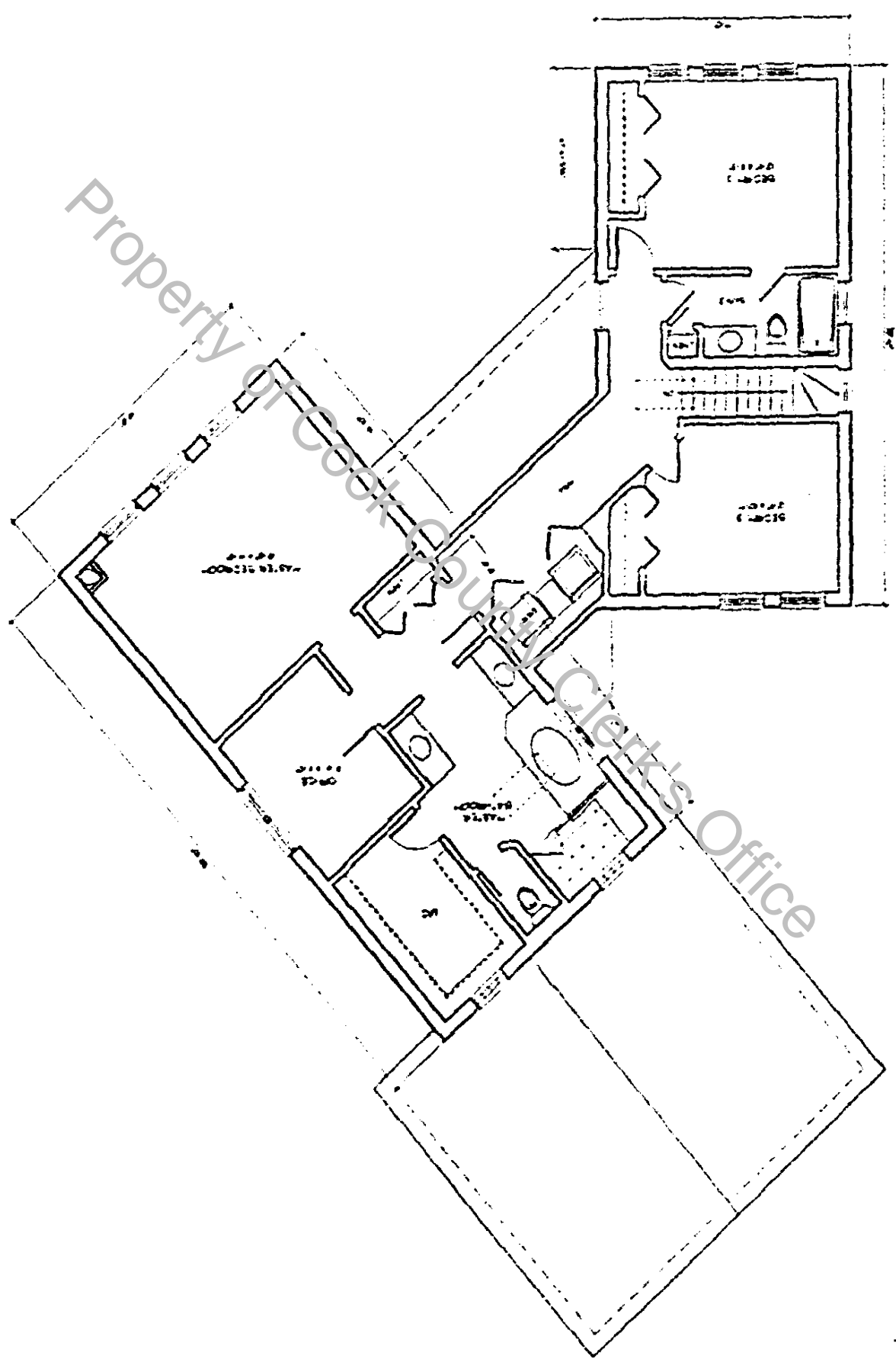
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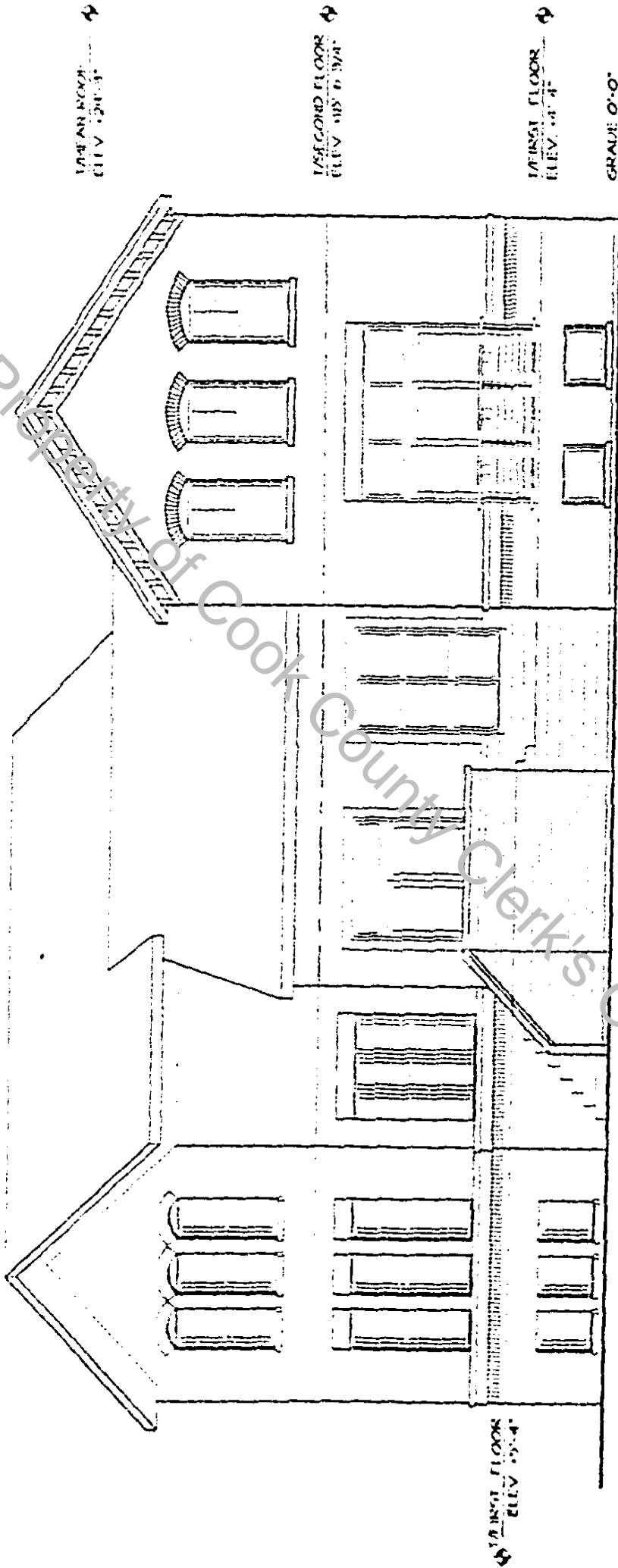
FIRST FLOOR PLAN
78284399
66348288



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00294399
SECOND FLOOR PLAN





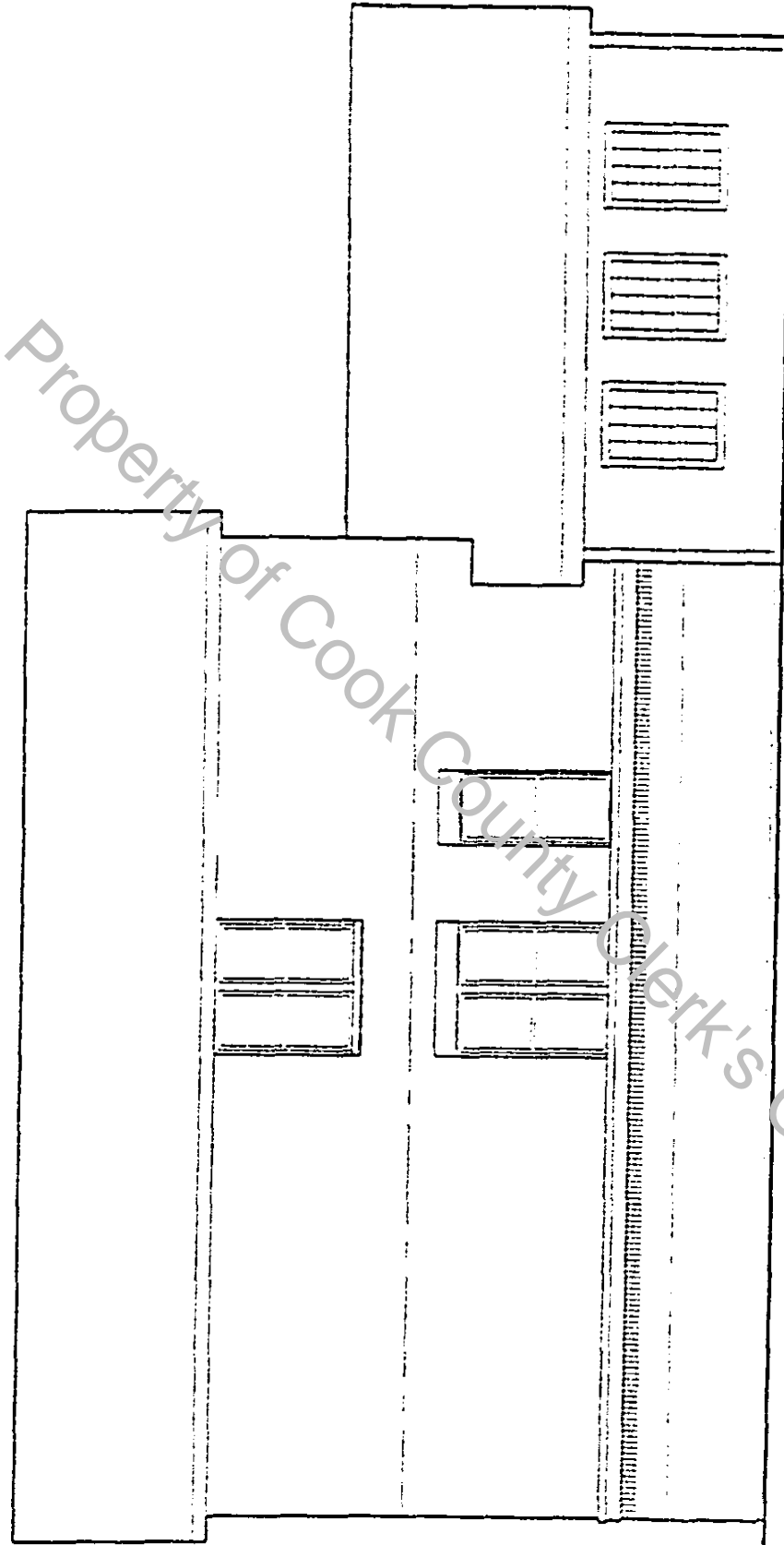
SOUTH / WILMOT STREET ELEVATION

SCALE: 3/16" = 1'-0"

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MEAN ROOF
ELEV. +29'-5"

SECOND FLOOR
ELEV. +15'-6 3/4"

FIRST FLOOR
ELEV. +4'-4"

GRADE 0'-0"

EAST / ALLEY ELEVATION

SCALE 3/16" = 1'-0"

9703

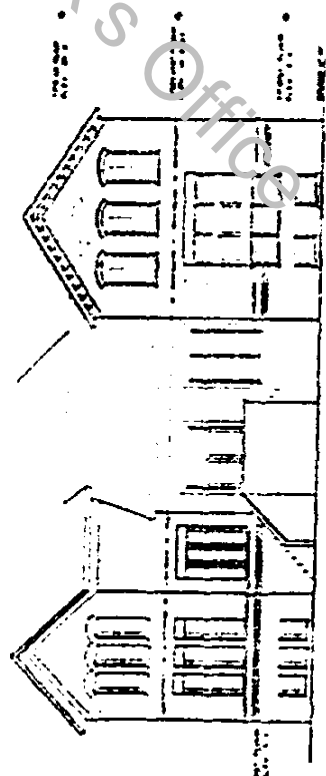
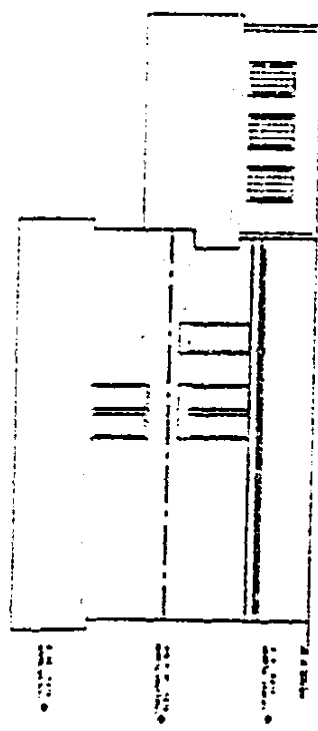
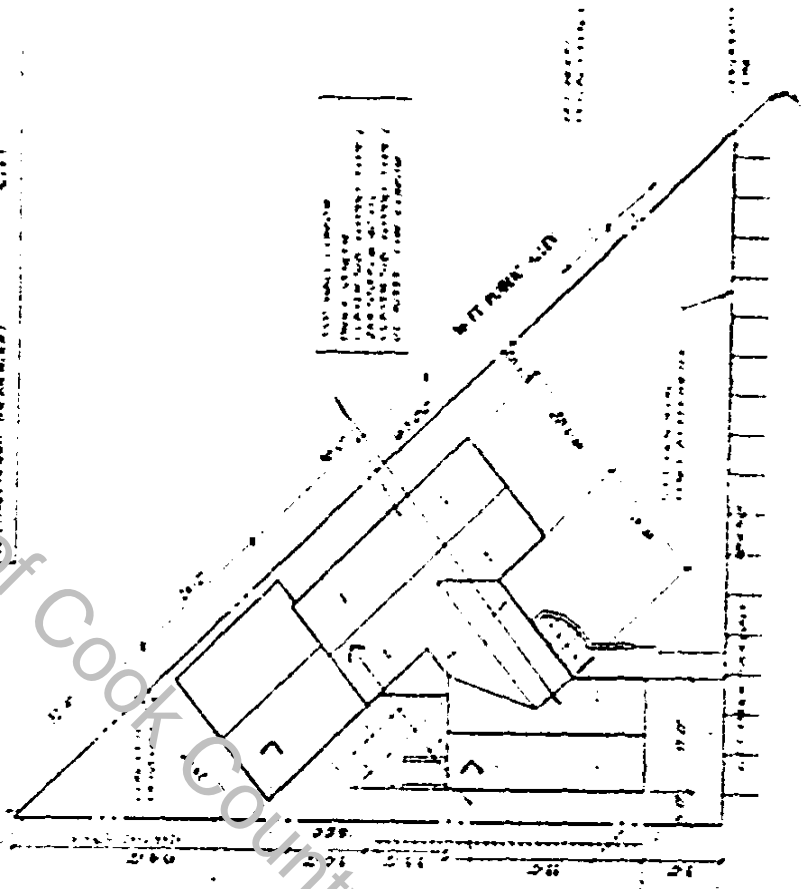
Golden Residence
1355 NORTH WILMOT STREET
CHICAGO, ILLINOIS

65482886

1-1

ZONING INFORMATION

PROPERTY ADDRESS: 1355 NORTH WILMOT STREET
 CITY: CHICAGO, ILLINOIS
 COUNTY: COOK COUNTY, ILLINOIS
 ZONING DISTRICT: 1204
 ZONING CODE: RS-1
 ZONING DESCRIPTION: RESIDENTIAL SINGLE-FAMILY
 PERMITTED USES: SINGLE-FAMILY RESIDENTIAL
 PROHIBITED USES: MULTIFAMILY RESIDENTIAL, COMMERCIAL, INDUSTRIAL, OFFICE, PROFESSIONAL SERVICE, PUBLIC USE, STORAGE, USES REQUIRING SPECIAL PERMITS
 HEIGHT RESTRICTIONS: 35 FEET
 SETBACKS: FRONT 20 FEET, SIDE 5 FEET, REAR 10 FEET
 LOT AREA: 10,000 SQ. FT.
 ZONING MAP REFERENCE: 1204-1-1



NOT TO SCALE