

# UNOFFICIAL COPY

99813474

7279/0165 26 001 Page 1 of 12  
1999-08-25 12:40:30  
Cook County Recorder 43.50



99813474

## COVENANT AND AGREEMENT

**THIS COVENANT AND AGREEMENT** is entered into as of this 8th day of June, 1999 by and between Milady Velazquez and Kathy Patti, jointly and severally ("Developers"), and Bucktown Community Organization ("BCO"), an Illinois not-for-profit association.

### RECITALS:

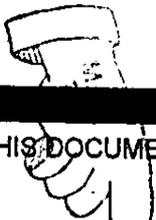
A. Developers are the contract purchasers of the real property legally described on Exhibit A, attached hereto and made a part hereof, commonly known as 1701 N. Hoyne in Chicago, Illinois, which contains approximately 2400 square feet of land (the "Land") with a one-story single family residence building and detached garage (the "Building") located thereon. The Land and Building are collectively hereinafter referred to as the "Property".

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 Restricted Manufacturing District and is located in the neighborhood over which BCO has jurisdiction and interest;

D. Developers have 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 demolition of the Building and erection of a new single family residence with detached garage (the "Project"); and,

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



THIS DOCUMENT PREPARED BY

Lawrence B. Finn  
Segal McCambridge Singer & Mahoney, Ltd.  
One IBM Plaza, Suite 200  
Chicago, Illinois 60611

MAIL TO:

John J. Pikarski, Jr.  
25 E. Washington St., Suite 1000  
Chicago, IL 60602

STREET ADDRESS:

1701 N. Hoyne, Chicago, Illinois

PIN NUMBER: 14-31-325-009

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 single family residence, in perpetuity.

2. Design. The Project shall be constructed and located on the Property in substantial conformance with the plans and specifications (the "Plans and Specifications") prepared by Vari Architects, a copy of which is attached hereto as Exhibit B and made a part hereof. Developers shall not make any material changes to the Plans and Specifications or construct any improvements on the Property which are 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. The Plans and Specifications shall include, but not be limited to, the following:

A. Floor Area Ratio. The floor area ratio of the Project, as defined by the Chicago Zoning Ordinance, shall not exceed 1.05 or 2516 square feet.

B. Off-Street Parking. A minimum of two(2) off-street parking spaces shall be provided for the Project and shall be located within a newly constructed detached garage located on the Property.

C. Driveways. Ingress and egress to the garage for cars shall be by means of a garage door located on the alley abutting the east Property line.

D. Height. No part of the residential structure of the Building shall exceed thirty-six(36) feet in height, and the roof of the garage shall not exceed twelve(12) feet in height.

E. Landscaping. The front yard of the property shall be enclosed by a metal fence, 4 feet in height, and shall be landscaped. The parkways along Wabansia to the South of the Building and along Hoyne to the West of the Building shall be planted with four(4) trees and one(1) tree, respectively, and such trees shall have a minimum diameter trunk size of four(4) inches.

3. BCO Support. BCO agrees to support the Application and, if necessary, by its presence at any hearings 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. Developers and BCO hereby acknowledge that they have read this Covenant and Agreement and understand and agree to be bound by its terms, and further agree that this Covenant and 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 Covenant and Agreement.

5. Perpetual Covenant. The terms of this Covenant and Agreement, including the covenants created thereby, shall constitute covenants running with the land and shall inure to the benefit of and be binding upon Developers, their heirs, successors and assigns and any person or persons claiming title by, through or under them.

6. Governing Law. This Covenant and Agreement shall be governed by and construed in

accordance with the laws of the State of Illinois and shall be binding upon Developers 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 Developers.

7. BCO Standing to Enforce Covenant and Agreement. Developers acknowledge they agreed to the restrictions and obligations imposed upon them and their heirs, successors and assigns, or any person or persons claiming title by, through or under them which are reflected in this Covenant and Agreement for the purpose of inducing BCO to provide its support of the Application, as specified in paragraph 3 above, and Developers expressly agree that BCO has the requisite standing to enforce the restrictions and obligations reflected in this Covenant and Agreement against them and their heirs, successors and assigns, or any person or persons claiming title by, through or under them, in any court of competent jurisdiction.

8. Counterparts. This Covenant and 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.

9. Recording. Within five (5) days following the Chicago City Council approving the Application, Developers shall record or cause to be recorded this fully executed Covenant and Agreement in the Office of the Recorder of Deeds, Cook County, Illinois and provide BCO with a filed-stamped copy of this fully executed Covenant and Agreement.

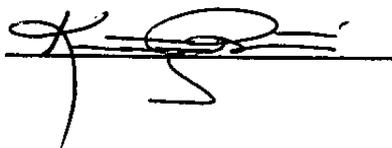
10. Remedies. The Developers acknowledge that a breach of this Covenant and Agreement will result in BCO suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. In the event of Developers, their heirs, successors and assigns or any person or persons claiming title by, through or under them, materially breaching any of the terms of this Covenant and Agreement, BCO, in addition to other legal and equitable remedies which may be available, may elect to institute an action in any court of competent jurisdiction to obtain injunctive relief to enforce the terms of this Covenant and Agreement. In the event of material breach of any of the terms of this Covenant and Agreement, BCO shall be entitled to reimbursement from Developers, their heirs, successors and assigns or any person or persons claiming title by, through or under them for its costs and expenses, including, but not limited to, its reasonable attorney's fees, incurred in enforcing the terms of this Covenant and Agreement.

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

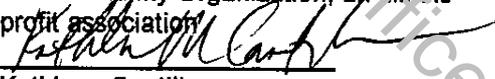
DEVELOPERS:

BCO:

Kathy Patti



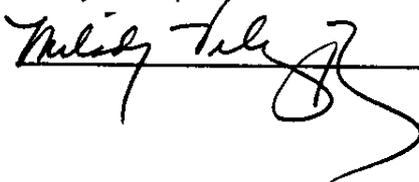
Bucktown Community Organization, an Illinois not-for-profit association

By: 

Name: Kathleen Cantillon

In her capacity as: President

Milady Velazquez



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 **Kathy Patti**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 4<sup>th</sup> day of March, 1999

Notary Public **JOHN J. PIKARSKI JR**  
Commission Expires: PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 04/12/01

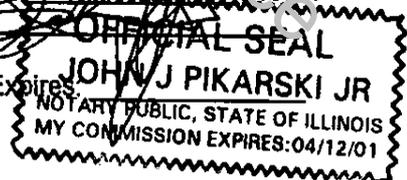


STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Milady Velazquez**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 4<sup>th</sup> day of March, 1999

Notary Public **JOHN J. PIKARSKI JR**  
Commission Expires: PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 04/12/01



STATE OF ILLINOIS )  
COUNTY OF COOK )

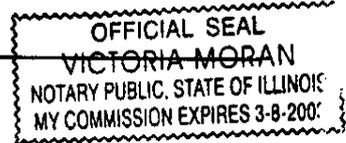
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO

HEREBY CERTIFY that Kathleen Cantillon, 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 she signed, sealed and delivered the said instrument on behalf of the Bucktown Community Organization, as her free and voluntary act, for the uses and purposes therein set forth, and was duly authorized to do so.

Given under my hand and official seal this 19th day of August 1999.

*Victoria Moran*  
Notary Public

Commission Expires:



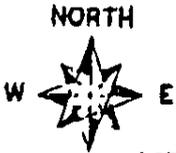
Property of Cook County Clerk's Office

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**(SEE ATTACHED PLAT OF SURVEY)**

# UNOFFICIAL COPY PLAT OF SURVEY

OF

DANIEL J. HAARDORN  
PROFESSIONAL ILLINOIS LAND SURVEYOR  
1921 N. HARLEM AVE.  
SUITE 107-A  
CHICAGO, IL. 60707-3737  
TEL: 773-889-8928 FAX: 773-889-81

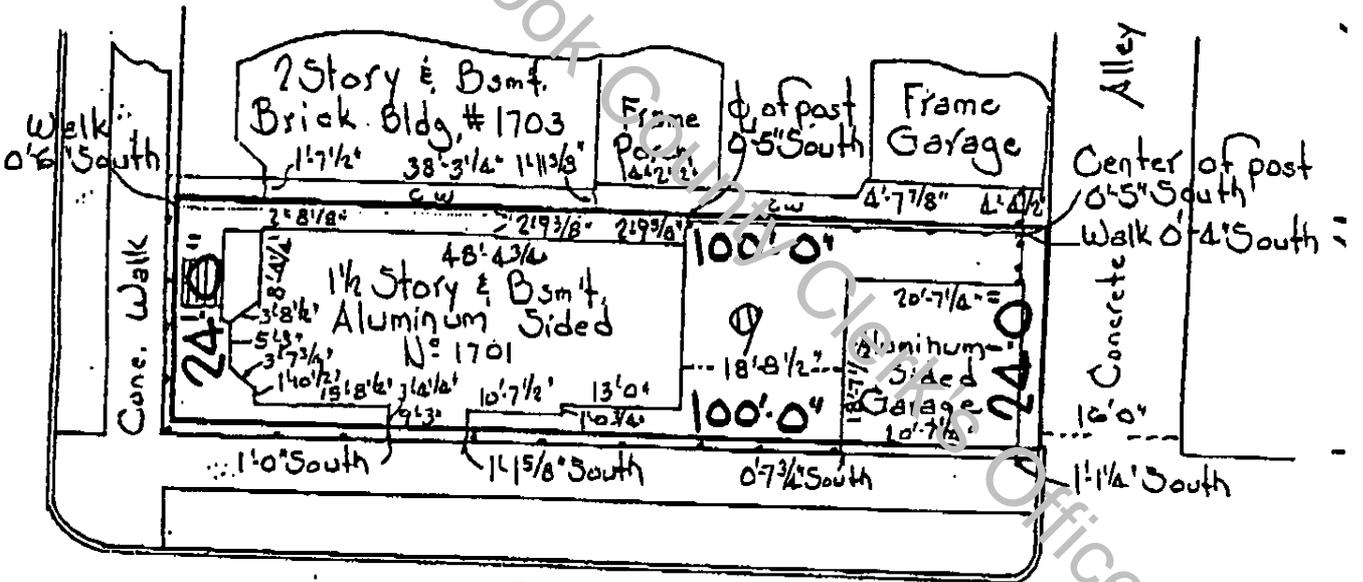


LOT 9 IN BLOCK 9 IN PIERCE'S ADDITION TO HOLSTEIN IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

99813474 Page 6 of 12

Property of Cook

N. HOYNE AVE.



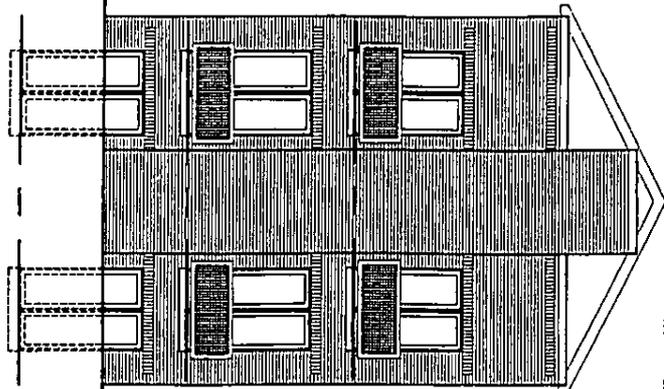
W. WABANSIA AVE.

Property of Cook County Clerk's Office

**EXHIBIT B**  
**PLANS AND SPECIFICATIONS**  
**[SEE ATTACHED]**

C:\R13\DRAWINGS\1701 N. HOYNE

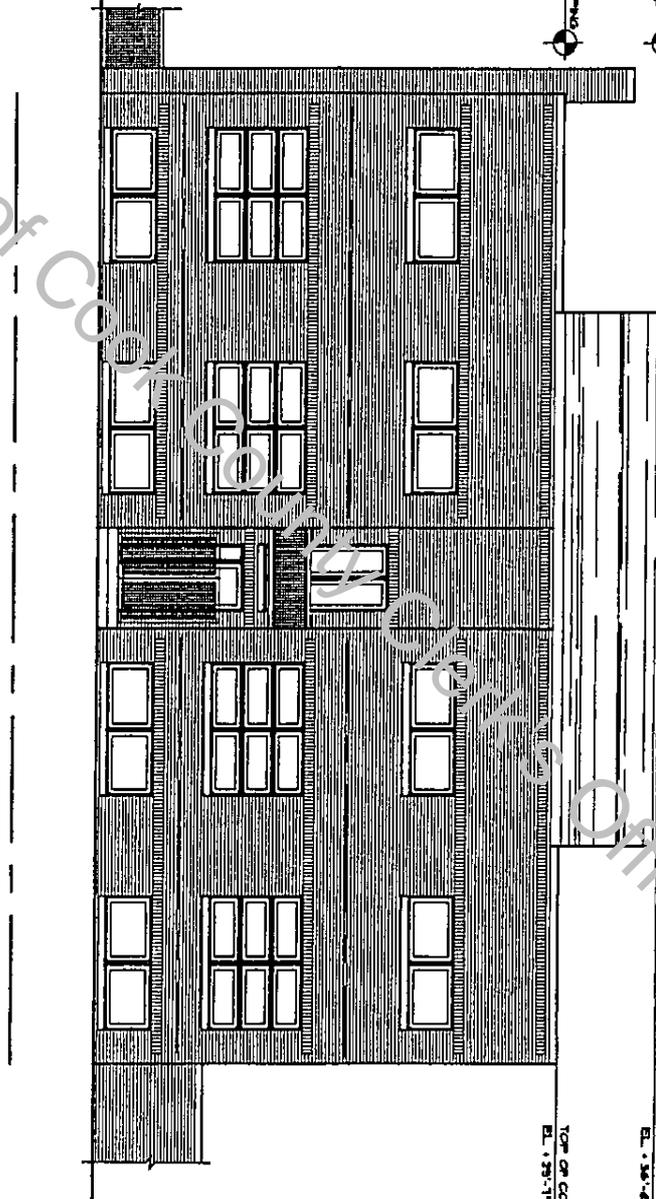
FRONT ELEVATION



TOP OF ROOF  
EL. + 36'-0"

TOP OF CORNER  
EL. + 35'-7"

SIDE ELEVATION



TOP OF ROOF  
EL. + 36'-0"

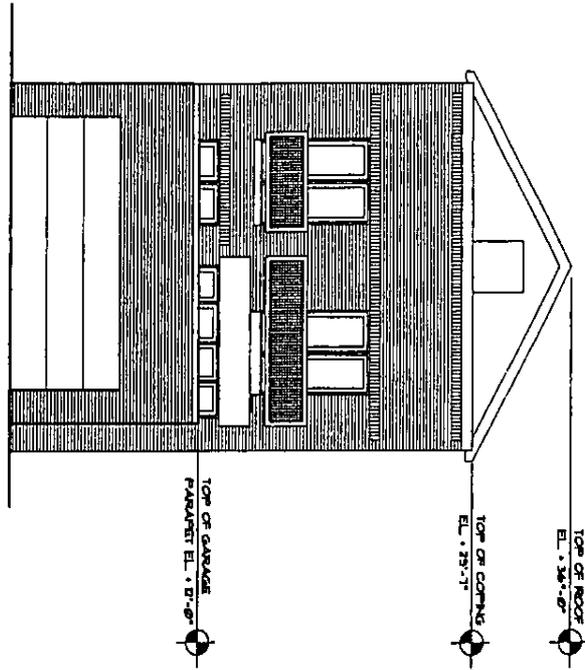
TOP OF CORNER  
EL. + 35'-7"

Property of Cook County Office

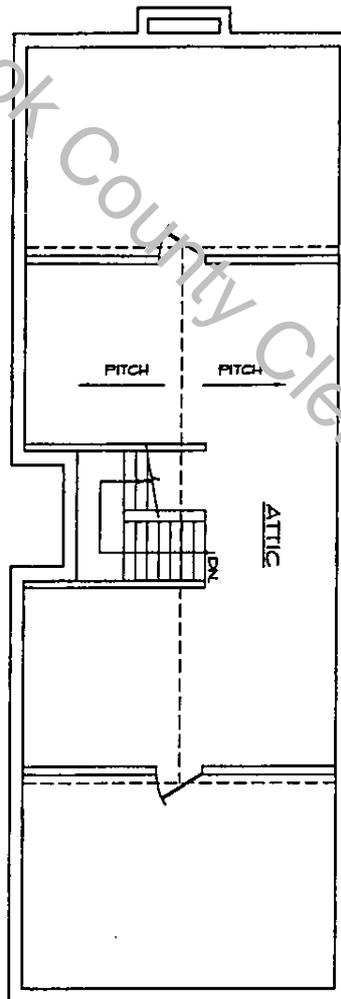
sheet	<b>vari architects</b>	SINGLE FAMILY 1701 N. HOYNE CHICAGO, ILLINOIS	date
	3142 south halsted street chicago illinois 60608	312/842/4788	drawn by
			job no.
			SCALE
			1/8" = 1'-0"

C:\R13\DRAWINGS\1701 N. HOYNE

REAR ELEVATION



ROOF PLAN



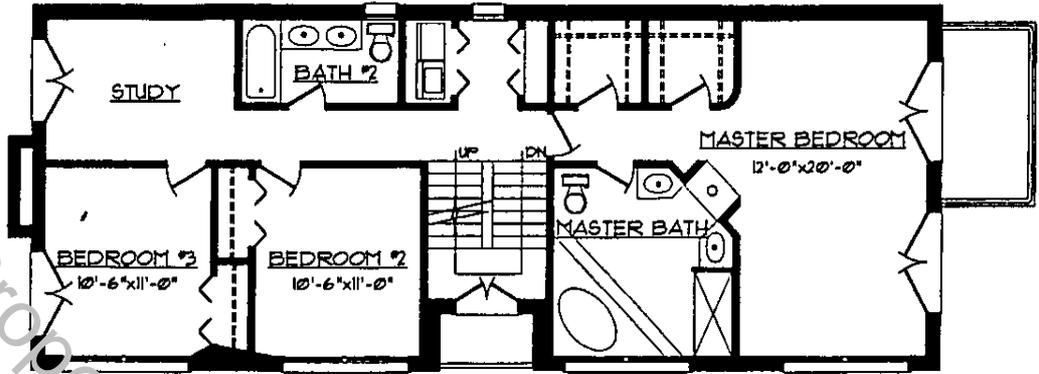
Property of Cook County Clerk's Office

sheet	<b>vari architects</b>	SINGLE FAMILY 1701 N. HOYNE CHICAGO, ILLINOIS	date
	3142 south halsted street chicago illinois 60608	312/842/4785	drawn by
			job no.
			SCALE
			1/8" = 1'-0"

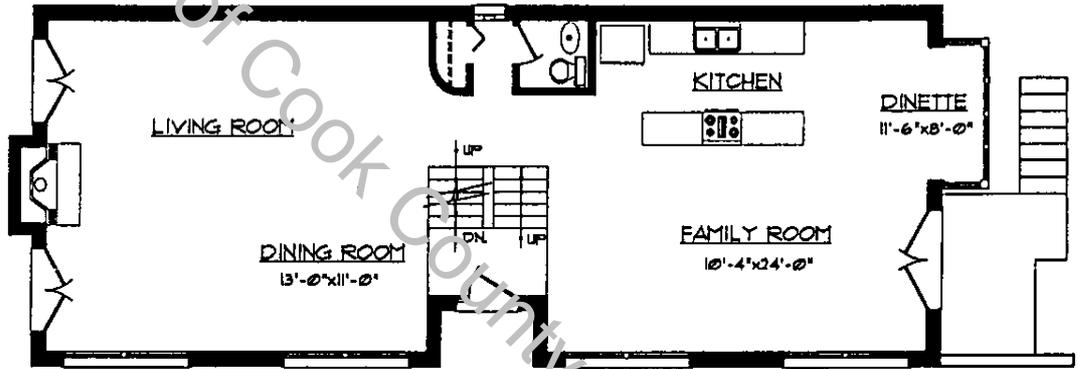
# UNOFFICIAL COPY

C:\RIS\DRAWINGS\1701 N. HOYNE

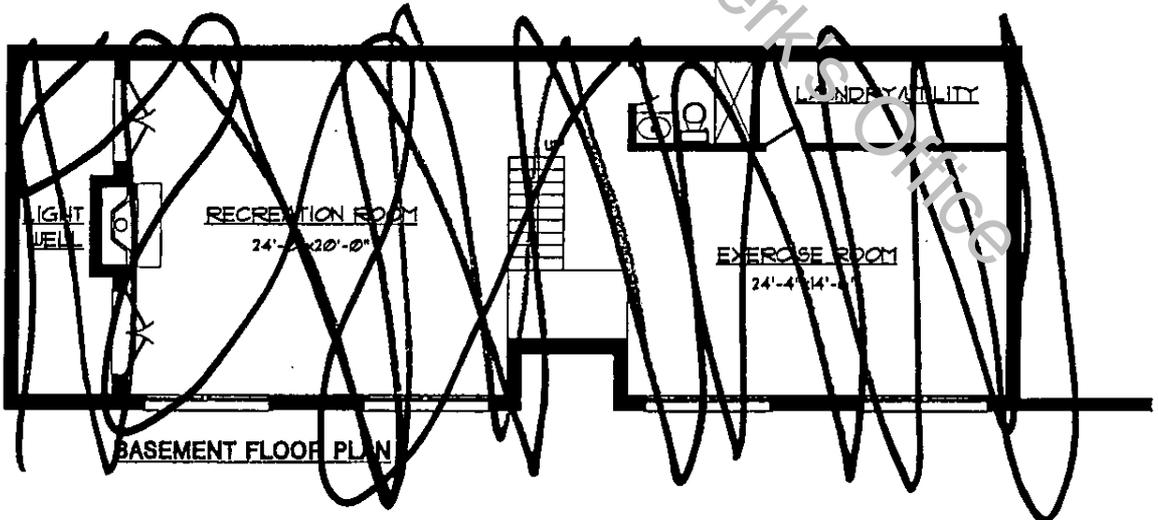
99813474 Page 10 of 12



**SECOND FLOOR PLAN**

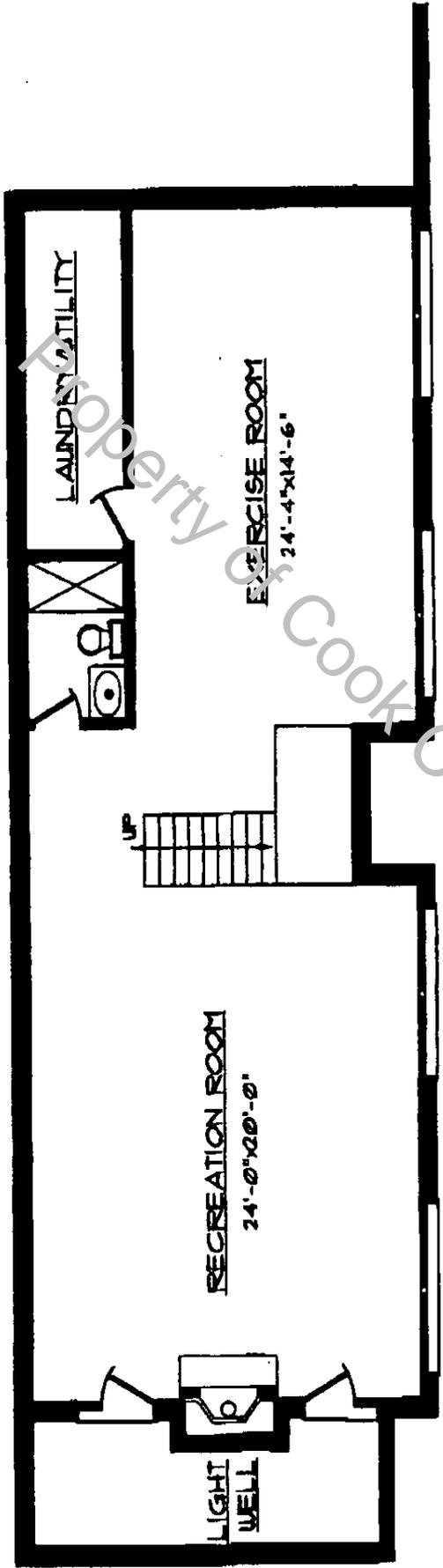


**FIRST FLOOR PLAN**



**BASEMENT FLOOR PLAN**

sheet	<b>vari architects</b>	SINGLE FAMILY	1/8" = 1'-0"	SCALE	job no.	drawn by	date
	3142 south halsted street chicago illinois 60608	1701 N. HOYNE CHICAGO, ILLINOIS				JV	
	312/842/4788						



**BASEMENT FLOOR PLAN**

Property of Cook County Clerk's Office

N. HOYNE

SITE PLAN



W. WABANSIA

Property of Cook County Planning and Zoning Office

