

3-10-91 Deontology's property on C of # 1352317 and other property by Deontology

This Statement of Clarifications of Covenants and Restrictions ("Statement"), dated March 4, 1991, sets forth various clarifications with respect to certain covenants and restrictions contained in that certain Declaration of Covenants and Restrictions, dated January 5, 1989 (the "Declaration"), relating to the use of premises owned by Chicago Title and Trust Company of Chicago, solely as Trustee under Trust No. 1092556 (the "Owner") at the southeast corner of North Avenue and Lasalle Street in Chicago, Illinois (the "Property"), a legal description of which is attached hereto as Exhibit B(1). This Statement has been executed by the Owner and by Carl Sandburg Village Condominium Association No. 7 (the "Association"), and recorded by the Owner subject and pursuant to that certain Settlement Agreement (the "Agreement"), dated March 4, 1991, by and among the Association, the Owner, the beneficiaries of Trust No. 1092556, and Poulet Buffet Lasalle/North Limited Partnership, an Illinois limited partnership ("Poulet Buffet"). This Statement is subject to all of the terms and conditions of the Agreement and is binding upon and runs with the Property. A copy of the Agreement and related Order of Settlement and Dismissal, dated March 4, 1991, as well as a copy of the Declaration, may be obtained upon request from the Owner.

STATEMENT OF CLARIFICATIONS OF COVENANTS AND RESTRICTIONS

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The aforementioned clarifications of covenants and restrictions relating to the Property are as follows:

1. As used herein, the following terms shall have the respective meanings indicated:

a. the term "food establishment" shall mean an establishment which prepares, sells or distributes any edible and/or drinkable items in any form, whether pre-packaged (as defined below) or not; however, the term food establishment shall not mean:

(1) an establishment which sells or distributes only pre-packaged edible items and/or pre-packaged non-alcoholic drinkable items on an incidental basis in relation to the establishment's primary purpose and gross revenues, such as a drug store or video tape store which sells only pre-packaged candy and/or pre-packaged soda and (a) has as its primary purpose the sale of items such as drugs and sundries or the rental of video tapes, and (b) derives less than fifteen percent (15%) of its gross revenues from the sale or distribution of pre-packaged edible items and/or pre-packaged non-alcoholic drinkable items; provided, however, that an establishment as described in this Paragraph 1.a.(1) shall not be deemed a food establishment if it also merely prepares and/or distributes, or allows for the preparation and/or distribution of, coffee, tea, and other hot drinks for such estab-

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lishment's employees and/or as an accommodation for such establishment's customers;

(2) a liquor store which sells or distributes only pre-packaged alcoholic drinkable items (which sale and distribution is further restricted in Section 1.03 of the Declaration), and/or pre-packaged edible items (as long as such sale and distribution is on an incidental basis in relation to the liquor store's primary purpose and gross revenues as described above) and/or pre-packaged non-alcoholic drinkable items; provided, however, that an establishment as described in this Paragraph 1.a.(2) shall not be deemed a food establishment if it also merely prepares and/or distributes, or allows for the preparation and/or distribution of, coffee, tea, and other hot drinks for such establishment's employees and/or as an accommodation for such establishment's customers;

(3) an establishment which does not prepare, sell, or distribute any edible items, which does not sell any drinkable items, and which only prepares and/or distributes, or allows for the preparation and/or distribution of, coffee, tea, and other hot drinks for such establishment's employees and/or as an accommodation for such establishment's customers;

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blending finished frozen yogurt, and serving frozen mixing and cooling liquids to form frozen yogurt, (4) in the case of a frozen yogurt store,

candy previously prepared off the property;

(3) in the case of a candy store, serving

using items previously prepared off the property;

prepared off the property, and preparing sandwiches

vegetables or fruits and vegetables previously

prepared off the property, slicing raw fruits and

pared off the property, warming soups previously

and slicing baked goods and meats previously pre-

(2) in the case of a delicatessen, warming

property;

warming baked goods previously prepared off the

(1) in the case of a bakery, slicing or

composite state on the property, but shall not mean:

items from a raw or constituent state to a prepared or

cutting, seasoning, spicing, or otherwise bringing edible

microwaving, blending, mixing, chopping, dicing, slicing,

trying, boiling, broiling, convection, popping,

the property" shall mean cooking, baking, grilling,

"prepares food on the property," and "prepared food on

c. the terms "prepare food on the property,"

package, box, or other container; and

enclosed in an air-tight sealed bottle, can, carton,

b. the term "pre-packaged" shall mean completely

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a. The owner may have a maximum of two (2) food establishments on the property up until and no longer than the period ending January 31, 1996, except as otherwise provided in Paragraph 3 herein. During such period, no more than one of the food establishments may prepare food on the property, and that food establishment shall be deemed the restaurant as described in Exhibit C(50) of the Declaration and shall be governed by the

are hereby clarified as follows:

2. Subject to and without lessening the other covenants and restrictions relating to the property which are contained in the Declaration and in that certain Declaration of Covenants and Restrictions, dated August 1, 1980 (the "1980 Declaration") (a copy of which is attached hereto as Exhibit C), Section 1.03(c), Section 1.03(n), and Exhibit C(1), (5), (18), and (50) of the Declaration

a. the term "Existing Bakery" shall mean the bakery presently operating on the property called "The Baker's Daughter," and any of its successors or assigns. preparing coffee, tea or other hot drinks.

(6) in the case of any food establishment,

and

(5) in the case of an ice cream store, serving or blending ice cream previously prepared off the property and serving such ice cream in cones or with toppings previously prepared off the property;

pared off the property;

Yogurt in cones or with toppings previously pre-

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restrictions therein and as clarified herein. The other food establishment may only be a bakery, a delicatessen, a candy store, a frozen yogurt store, or an ice cream store, or an ice cream store as described in Exhibit C(1), (5) and (18) of the Declaration and shall be governed by the restrictions therein and as clarified herein. If Poulet Buffet is still operating its business during the period ending January 31, 1996, and if another tenant on the Property is deemed to be a restaurant in violation of this subparagraph, Poulet Buffet shall not be the tenant deemed in violation of this subparagraph merely by reason of its continuing its business.

b. Any food establishment on the Property which is not the restaurant referenced in the Declaration, i.e., a bakery, delicatessen, a candy store, a frozen yogurt store, or an ice cream store, shall be limited to leasing or using no more than the present square footage of the Existing Bakery, said square footage being 675 square feet.

c. If during the above-referenced period ending January 31, 1996 either food establishment vacates the Property, that food establishment may be replaced with another food establishment for up to and no longer than the balance of the period ending January 31, 1996, but in no event can there exist more than one food establishment that prepares food on the Property or a food establishment that is not the restaurant described in

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owner may thereafter only have one food establishment on the lease after the aforementioned period ending January 31, 1996, the 4. If the owner does not extend the Existing Bakery's

Paragraph 2.b. herein.

herein, including the square footage limitation contained in and shall be governed by the restrictions therein and as clarified in Exhibit C(1), (5), and (18) of the Declaration establishment shall be one of the other types of food establishments that food preparation does not prepare food on the property, that food restrictions therein and as clarified herein. If the one food Exhibit C(50) of the Declaration and shall be governed by the food establishment shall be deemed the restaurant described in the one food establishment does prepare food on the property, that regardless of whether food is prepared on the property or not. If owner may only have one food establishment on the property, Existing Bakery's lease, after the expiration of such extension the footage of 675 square feet. If the owner does so extend the lease or use any more square footage than its present square maximum of two (2) years, provided that the Existing Bakery may not extend the Existing Bakery's lease on the property for a space on the property during the entirety of such period, the owner continuously operated and maintained possession of its existing 31, 1996 referred to above, and only if the Existing Bakery has 3. After the expiration of the period ending January

(5), and (18) of the Declaration.

types of food establishments described in Exhibit C(1),

Exhibit C(50) of the Declaration or one of the other

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Property, regardless of whether food is prepared on the Property, or not. If the one food establishment does prepare food on the Property, that food establishment shall be deemed the restaurant described in Exhibit C(50) of the Declaration and shall be governed by the restrictions therein and as clarified herein. If the one food establishment does not prepare food on the Property, that food establishment shall be one of the other types of food establishments described in Exhibit C(1), (5), and (18) of the Declaration and shall be governed by the restrictions therein and as clarified herein, including the square footage limitation contained in paragraph 2.b. herein.

5. Nothing contained herein or in the Declaration, including the allowance under certain specified circumstances of a restaurant of up to 2,500 square feet and/or another food establishment of up to 675 square feet, shall be deemed to constitute a "primary use" of the Property as referenced in the 1980 Declaration.

6. Consistent with Section 1.03(1)(ii) of the Declaration, the owner shall (a) as soon as practicable, and in no event later than May 31, 1991, complete the enclosure on all four sides of the dumpster area on the Property with solid, floor-to-ceiling walls, along with solid doors (that will be closed except while garbage is brought in or taken out of the dumpster area), as well as install a 200 CFM ceiling fan within such enclosure, and (b) effectively immediately, ensure that the security gate along the east side of the loading area on the Property is locked at all times

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except when vehicles or authorized persons are entering or leaving such loading area.

7. Consistent with the operational and sanitation restrictions contained in the Declaration, any food establishment which prepares food on the Property (whether presently or in the future) and is therefore deemed the restaurant as described in Exhibit C(50) of the Declaration, shall adhere to the following restrictions in the following manner:

a. comply with all applicable federal, state, and local health and sanitation laws;

b. comply with the following restrictions to the extent any are more stringent than applicable federal, state, and local health and sanitation laws:

1) garbage pickup shall be sufficiently frequent to avoid any overflow of garbage dumpsters on the Property;

2) garbage shall be bagged and tied before put in dumpsters;

3) dumpster lids shall be kept down at all times except when putting garbage in or taking garbage out of garbage dumpsters on the Property;

4) biweekly (every two weeks) extermination service for rodents, insects and other pests shall be conducted, and documentation of which shall be maintained and made available for inspection by the Association upon written request no more frequently than on a quarterly basis;

5) a separate covered grease dumpster shall be maintained if grease is utilized or generated in the operation of such food establishment; and

6) clean air filters and/or other necessary barriers shall be installed to avoid

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements made on the part of the Trustee...

Dated: March 4, 1991.

By: [Signature]
Its: President

CARL SANDBURG VILLAGE
CONDOMINIUM ASSOCIATION NO. 7

By: [Signature]
Its: ASST. VICE PRESIDENT

CHICAGO TITLE AND TRUST COMPANY
OF CHICAGO, solely as Trustee
under Trust No. 1092556
AND NOT PERSONALLY

Notary
[Signature]
Nathan B. Swift, Vice-President

Attest: [Signature]
ASST. SECRETARY

odors from going outside the building on the property.
barriers to avoid such smells or odors and to keep such smells or
establishment, shall install clean air filters and/or other
any smells or odors are generated in the operation of such food
generated in the operation of such food establishment, and (d) if
maintain a separate grease dumpster if grease is utilized or
request no more frequently than on a quarterly basis, (c) shall
and made available for inspection by the Association upon written
insects and other pests, documentation of which shall be maintained
tion service so as to reasonably ensure the absence of rodents,
(b) shall conduct or arrange for sufficiently frequent extermina-
with subparagraphs a. and b. (1), (2) and (3) of paragraph 7 herein,
other modification of the Existing Bakery's lease) shall (a) comply
the date of this Agreement (including any extension, renewal, or
on the property and which enters into a lease on the property after
8. Any food establishment which does not prepare food
smells and to keep odors from going
outside the building on the property.

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Notary Public
 "OFFICIAL SEAL"
 My Commission Expires Sept. 5, 1993
 My Commission Expires Sept. 5, 1993

Lori Bonaguro
 Notary Public

GIVEN under my hand and notarial seal this 13th day of March, 1991.

I, LORI BONAGURO, a Notary Public in and for and residing in said County and State aforesaid, DO HEREBY CERTIFY that THOMAS R. MEYERS, President of CARL SANDBURG VILLAGE CONDOMINIUM ASSOCIATION NO. 7, an Illinois not-for-profit corporation, and NATHAN SWIFT, Vice President thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such President and Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered same instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS)
 COUNTY OF COOK)

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1991 MAR 18 PM 2:47
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

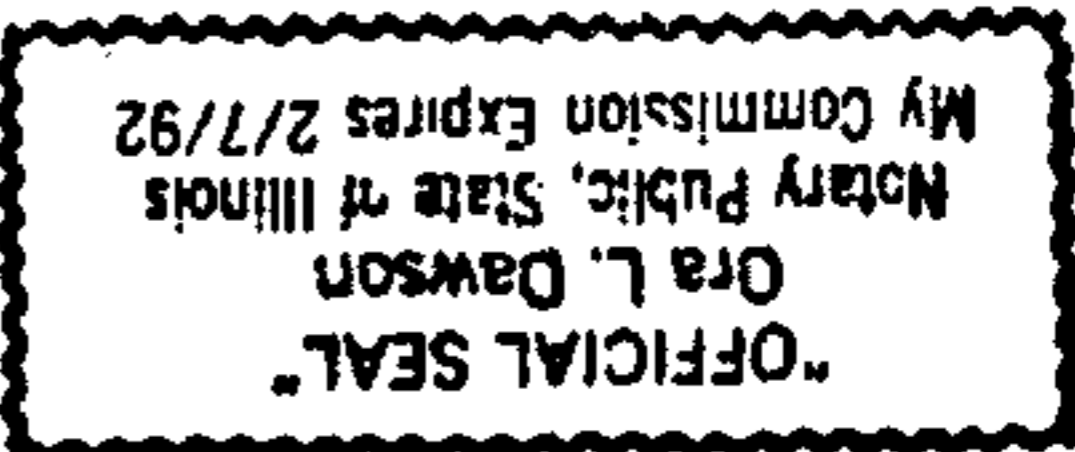
IDENTIFIED No.
Register of Citizens Titles CAROL MOSELEY BRAUN GURTOWSKI

Property of Cook County Clerk's Office

Elliot Hartstein
Cohen, Raizes & Regal
208 S. LaSalle Suite 1860
Chicago, IL 60604

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[Handwritten Signature]
Notary Public



Given under my hand and Notarial Seal
Mar 12 1991 Date

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

STATE OF ILLINOIS,
COUNTY OF COOK }
SS.

THE CLERK OF THE CIRCUIT COURT OF
THE COUNTY OF COOK, ILLINOIS
DOES HEREBY CERTIFY THAT
THE FOLLOWING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL
FILED IN THE OFFICE OF THE CLERK
ON THE _____ DAY OF _____
A.D. 19____

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COOK COUNTY CLERK
JANUARY 1, 19____

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EXHIBIT B-1

The North 85.05 feet of Lot 1 (except the East 30 feet thereof) in Chicago Land Clearance Commission No. 3 being a consolidation of lots and parts of lots and vacated alleys in Bronson's Addition to Chicago and certain resubdivisions, all in the Northeast 1/4 of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Also,

The North 17 feet of Lot 1 (except the West 14 feet and the East 30 feet thereof) in the subdivision of Lot 108 (except the South 120 feet thereof) in Bronson's Addition, aforesaid, in Cook County, Illinois.

Property address: 1555-1565 North LaSalle Street
121-129 West North Avenue
Chicago, Illinois

Permanent Index No.: 17-04-206-009

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Return to:

Elliott Hartstein

COHEN, RAIZES & REGAL
208 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60604