

COVENANT REGARDING DRIVEWAY AND APRON RESPONSIBILITY

The undersigned certify that we are the owner(s) (Owner) of real property (Subject Property) located in the Village of Hoffman Estates, County of Cook, State of Illinois, that is legal described as follows: Of lot 13 in Harper's Landing Unit 2, being a Resubdivision of parts of Blocks 13 and 14 and vacated streets in Howie in the Hills Unit 1, being a Subdivision in Section 19, Township 42 North, Range 10, East of the Third Principal Meridian, also part of Block 32 in Howie in the Hills Unit 2, being a Subdivision in the Northwest $\frac{1}{4}$ of said Section 19 and also part of Palatine Estates Subdivision, a Resubdivision of Lot 12 in Block 32 in Howie in the Hills Unit 2, aforesaid, all in Cook County, Illinois.



P.I.N. 02191310030000

Doc#: 0532249099 Fee: \$54.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 11/18/2005 08:40 AM Pg: 1 of 4

The Subject Property is located at and is known by the following address:

4440 Trailside Ct.

Section 1: Declaration of Covenant. Now, therefore, the Owner declares that the Subject Property and all portions of it are and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants hereinafter set forth, which covenants are the purpose of protecting the value and desirability of the Subject Property in the Village of Hoffman Estates.

Section 2: Replace and Hold Harmless. In consideration of the issuance by the Village of Hoffman Estates of a permit for the construction of a driveway or driveway apron of brick pavers upon the Subject Property or a driveway or driveway apron of brick pavers upon any easement of the above described property or upon the adjacent public right of way dedicated to the Village of Hoffman Estates, the Owner does hereby covenant and agree to repair and replace all or any portion of the said driveway or driveway apron upon or adjacent to the Subject Property that is removed or distributed for the purpose of utility work, snow removal, street reconstruction, street repair or sidewalk construction or sidewalk repair at Owner's sole cost. The Owner further agrees to hold harmless and indemnify the Village of Hoffman Estates from any damage to the public easement or adjacent public right-of-way by construction or use of the driveway or driveway apron.

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Section 3: Amendment. This Covenant may be modified, amended, or annulled only upon the express, prior written approval of the Village of Hoffman Estates, by resolution duly adopted.

Section 4: Covenants Running with the Land. The covenants and restrictions hereby imposed shall run with the land and shall be binding upon and inure to the benefit of the Owner and its successors, assigns, agents, licenses, invitees and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them.

Section 5: Recordation. This Covenant shall be recorded with the Recorder of Deeds of Cook County, Illinois, and all contracts and deeds of conveyance relating to the Subject Property, or any part thereof, shall be subject to the provisions of this Covenant. The owner(s) agree to pay the fee for the preparation and recordation of this Covenant.

Section 6: Term. The restrictions hereby imposed shall be enforceable for a term of 100 years from the date this Covenant is recorded after which time such Covenant shall be automatically extended for successive periods of 10 years unless an instrument amending this Covenant shall be recorded and provide for some other duration.

Section 7: Severability. Invalidation of any one of these covenants and restrictions by a judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has caused this Covenant to be executed this 26th day of October, 2005.

Miguel O. Suarez - Ruth Medina

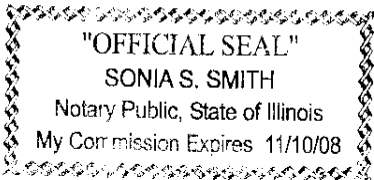
Name (s)

Miguel O. Suarez

Signature of Owner (s)

[Signature]

Signature of Owner (s)



Notary only for Miguel O. Suarez

Subscribed and sworn to before me

this 27th Day of OCTOBER, 2005

County of Cook, State of Illinois

Notary Public

[Signature]



NOTARY ONLY FOR RUTH MEDINA

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State of Illinois)

) ss

County of Cook)

I, the undersigned, a Notary Public, certify that _____,
personally known to me to be the same person whose names are subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that _____ signed, sealed
and delivered said instrument as _____ free and voluntary act for the uses and purposes set forth
in it.

Given under my hand and notarial seal this ____ day of _____, 20 ____.

Notary Public

Property of Cook County Clerk's Office

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This document was prepared by Richard Williams, Corporation Counsel

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60195

Please mail recorded document to:

Village of Hoffman Estates
Clerk's Office
1900 Hassell Road
Hoffman Estates, IL 60195

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