

# UNOFFICIAL COPY

Prepared by:

Harold W. Francke, Esq.  
DLA Piper Rudnick Gray Cary  
US LLP  
203 N. LaSalle St., Ste. 1900  
Chicago, Illinois 60601

After recording return to:

Recorder's Box 337



Doc#: 0617244093 Fee: \$38.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 06/21/2006 04:00 PM Pg: 1 of 8

*This space reserved for Recorder's use only.*

## RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT (this "Covenant") is made and entered into as of the \_\_\_\_ day of April, 2006, by Axiom Development Corporation, an Illinois corporation ("Owner"), the owner of record title to the parcel of real estate located in the Village of Northbrook, Cook County, Illinois (the "Village") commonly known as 2025 Brentwood Road, and legally described in Exhibit A attached hereto and made a part of this Covenant by this reference (the "Subject Property"). The Village and Owner are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

NOW, THEREFORE, THE OWNER DECLARES that the Subject Property and all portions thereof are and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants hereinafter set forth, which covenants are for the purpose of protecting the value and desirability of the Subject Property and other properties in the Village.

### WITNESSETH:

**WHEREAS**, Owner filed an application with the Village seeking subdivision of the Subject Property into three lots (individually, a "Lot" and collectively the "Lots") with the intention of constructing a single family home on each Lot as depicted on the final plat of subdivision approved by the Village and prepared by Land Surveying Services, Inc., consisting of one page and bearing a most recent revision date of January 3, 2006, a portion of which plat is depicted on Exhibit B attached hereto and made a part hereof by this reference (the "Plat of Subdivision"); and

**WHEREAS**, pursuant to Section 7 of the Subdivision and Development Agreement by and between the Village of Northbrook and Axiom Development Corporation dated May 1, 2006, the Owner has voluntarily offered and agreed to execute, record, and be bound by this Covenant; and

# UNOFFICIAL COPY

**1. RECITALS.** The foregoing recitals are incorporated in this Section 1 as fully as though restated herein.

**2. FLOOR AREA RATIO.** The Owner and its successors in title are hereby unconditionally and continuously obligated to comply with a maximum "Floor Area Ratio," as such term is defined in the Northbrook Zoning Code (1988), as amended, ("Zoning Code"), on each Lot of 0.34. For example, no home constructed on a 16,924 square foot lot shall exceed 5,754 square feet of Gross Floor Area, as such term is defined for single-family detached dwellings in the Zoning Code.

**3. REQUIRED REAR YARD "NO BUILD" AREA.**

A. Purpose. The purpose of the areas between the storm water detention and the dwellings in the rear of each Lot, depicted on the Plat of Subdivision as "10' No Build Area" (collectively, the "Rear Yard No-Build Area"), is for use as an open backyard area which may include typical backyard uses such as decks, patios, or structures intended primarily for recreational use by children such as, but not limited to, a play house, a swing set, a trampoline, or a sand box (such permitted decks, patios and other structures shall be referred to hereinafter as "Permitted Obstructions").

B. Unpermitted Obstructions. If the Owner or any successor in title (hereinafter, any "Applicant") seeks to construct, place or install any improvement other than a Permitted Obstruction in the Rear Yard No-Build Area (an "Unpermitted Obstruction"), such Applicant shall first file an application (the "Application") with the Village Manager adequately describing and depicting the proposed Unpermitted Obstruction and the reason the application satisfies the purpose of the Rear Yard No-Build Area and this Covenant. Fifteen days prior to filing the Application with the Village Manager, the Applicant shall provide written notice to the owners of each Lot at the tax bill address for each Lot. Such notice shall contain a copy of the Application and inform the Lot owner of his or her right to provide oral or written comment to the Village Manager on the Application.

C. Evaluation of Applications. Each Application shall be evaluated by the Village Manager, or his or her designee, to determine its compatibility with the purpose of the Rear Yard No-Build Area. No Application may be approved unless an additional amount of side or back yard area, equal to the amount of area required for the construction and use of the Unpermitted Obstruction, is made available by the Applicant (the "Replacement Area"). The Village Manager shall make an administrative determination in writing with respect to the Application within 30 days of receipt thereof. A negative written determination by the Village Manager shall be delivered to the Applicant and may be appealed by the Applicant to the Village Board of Trustees within 30 days after the delivery thereof. The Village Board of Trustees shall hear the appeal, or shall direct a board or commission of the Village to hear the appeal and issue a written recommendation. Any appeal shall be heard by the Village Board, or the applicable board or commission, within 45 days after receipt of the appeal by the Village Board. Within 30 days after hearing such appeal, or receiving a written recommendation, the Village Board shall issue a final determination.

# UNOFFICIAL COPY

D. Application Approvals. In the event an Application is approved by the Village Manager or the Village Board, the Replacement Area shall thereafter be deemed "Rear Yard No-Build Area" for purposes of this Covenant and the Applicant shall record an amendment to this Covenant, acceptable to the Village Manager and Village Attorney, within 45 days with the Office of the Cook County Recorder of Deeds, Illinois as provided in Paragraph 9 of this Covenant, which amendment shall include evidence of the Village's approval of the Application and a dimensioned site plan of the applicable Lot depicting the Replacement Area. The amendment required under this subsection shall not require the consent or joinder of any owner of any Lot not subject to such Application, provided such amendment shall apply only to the Lot that is subject to the Application and shall not adversely affect any rights or obligations of other owners or Lots. Further, the amendment required under this subsection shall not be deemed to amend, modify, supersede or void the Plat of Subdivision in any manner whatsoever except to the extent of the location of the Rear Yard No-Build Area, nor shall this subsection be construed to require any amendment, modification, superseding or voiding of the Plat of Subdivision to effect the amendment of the Covenant pursuant hereto.

**4. ENFORCEMENT.** The Owner recognizes and agrees that the Village has a valid interest in ensuring that this Covenant is properly adhered to and therefore does hereby grant the Village the right to enforce this Covenant by any proceeding at law or in equity (including, without limitation, specific enforcement of the terms of this Covenant and/or other injunctive relief), against and any person or persons attempting to violate any restriction contained herein, either to restrain violations, to compel affirmative action, or to recover damages.

**5. EXERCISE OF VILLAGE RIGHTS; WAIVER.** The Village is not required to exercise the rights granted herein except as it shall determine to be in its best interest. Failure by the Village to exercise any right herein granted shall not be construed as a waiver of that right or any other right. Nothing herein shall be deemed or construed to constitute a dedication of any real property to the Village.

**6. PAYMENT OF VILLAGE COSTS.** The Owner shall pay the Village, upon presentation of a written demand or demands therefore, all administrative, engineering and legal fees incurred in connection with the enforcement of this Covenant including, without limitation, fees for the review, determination, and disposition of any Application under Section 3 of this Covenant. If the amount so charged is not paid within 30 days following such written demand by the Village for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Subject Property and the Village shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

**7. TERM AND RULE AGAINST PERPETUITIES.** The restrictions hereby imposed shall be enforceable for a term of 100 years from the date this Covenant is recorded, after which time this 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. If and to the extent that any of the covenants, restrictions, conditions, terms or provisions contained in this Covenant would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) any rule restricting restraints on alienation or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which

# UNOFFICIAL COPY

such covenants, restrictions, conditions, terms or provisions may be valid, then the covenant, restriction, condition, term or provision concerned shall continue and endure only until the earlier of (i) the expiration of a period of 21 years after the death of the last to survive of the class of persons consisting of all of the lawful descendants who are living at the date of this Covenant of the members of the United States Senate or (ii) the greatest period permitted by law.

**8. COVENANTS, RESTRICTIONS, ETC. TO RUN WITH LAND.** All the covenants, restrictions and conditions herein contained shall run with the land and shall be binding upon and inure to the benefit of the Owner and each subsequent holder of any interest in any portion of the Property and its respective grantees, successors and assigns with the same full force and effect for all purposes as though set forth at length in each and every instrument of conveyance of the Property or any part thereof.

**9. RECORDATION.** This Covenant and all amendments thereto shall be recorded with the Office of the Cook County Recorder of Deeds, Illinois and all contracts and deeds of conveyance relating to the Property or any part thereof shall be subject to the provisions of this Covenant.

**10. NOTICES.** All notices required to be served by this Covenant shall be served in writing and shall be deemed to be served when delivered personally or three business days following deposit, by certified or registered mail, return receipt requested, in the United States mail, postage prepaid, at the common address for the parcel.

**11. AMENDMENT OF COVENANT.** This Covenant may be modified, amended or annulled only by written agreement of the Parties, and only upon the express, prior written approval of the Village Manager or the Village Board of Trustees.

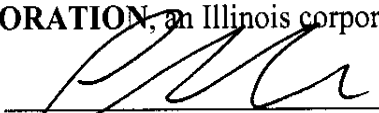
**12. HEADINGS.** The headings of the Sections of this Covenant are intended for convenience and reference only and are not intended to alter, amend, or affect any of the terms or provisions of this Covenant.

[SIGNATURE PAGE FOLLOWS]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the Owner has caused this Covenant to be executed as of the date first set forth above.

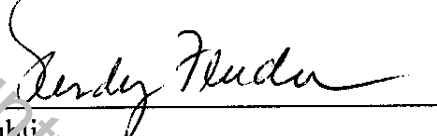
**OWNER: AXIOM DEVELOPMENT CORPORATION**, an Illinois corporation

By:   
Name: Charles Markopoulos  
Its: President

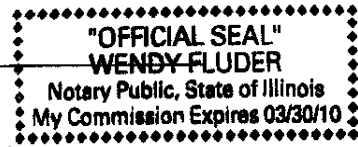
STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid DO HEREBY CERTIFY THAT Charles Markopoulos, president of Axiom Development Corporation, personally known to me and whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he executed the foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of April, 2006

  
Notary Public

My Commission Expires: \_\_\_\_\_



# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

LOTS 1, 2 AND 3 IN BRENTWOOD ROAD SUBDIVISION, A SUBDIVISION OF LOT 1 IN DEHNE'S SUBDIVISION, A SUBDIVISION OF LOT 1 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1962 AS DOCUMENT 18619329 IN COOK COUNTY, ILLINOIS

Commonly known as: 2025 Brentwood Road, Northbrook, Illinois 60062

PIN # 04-16-202-042 0000

Property of Cook County Clerk's Office

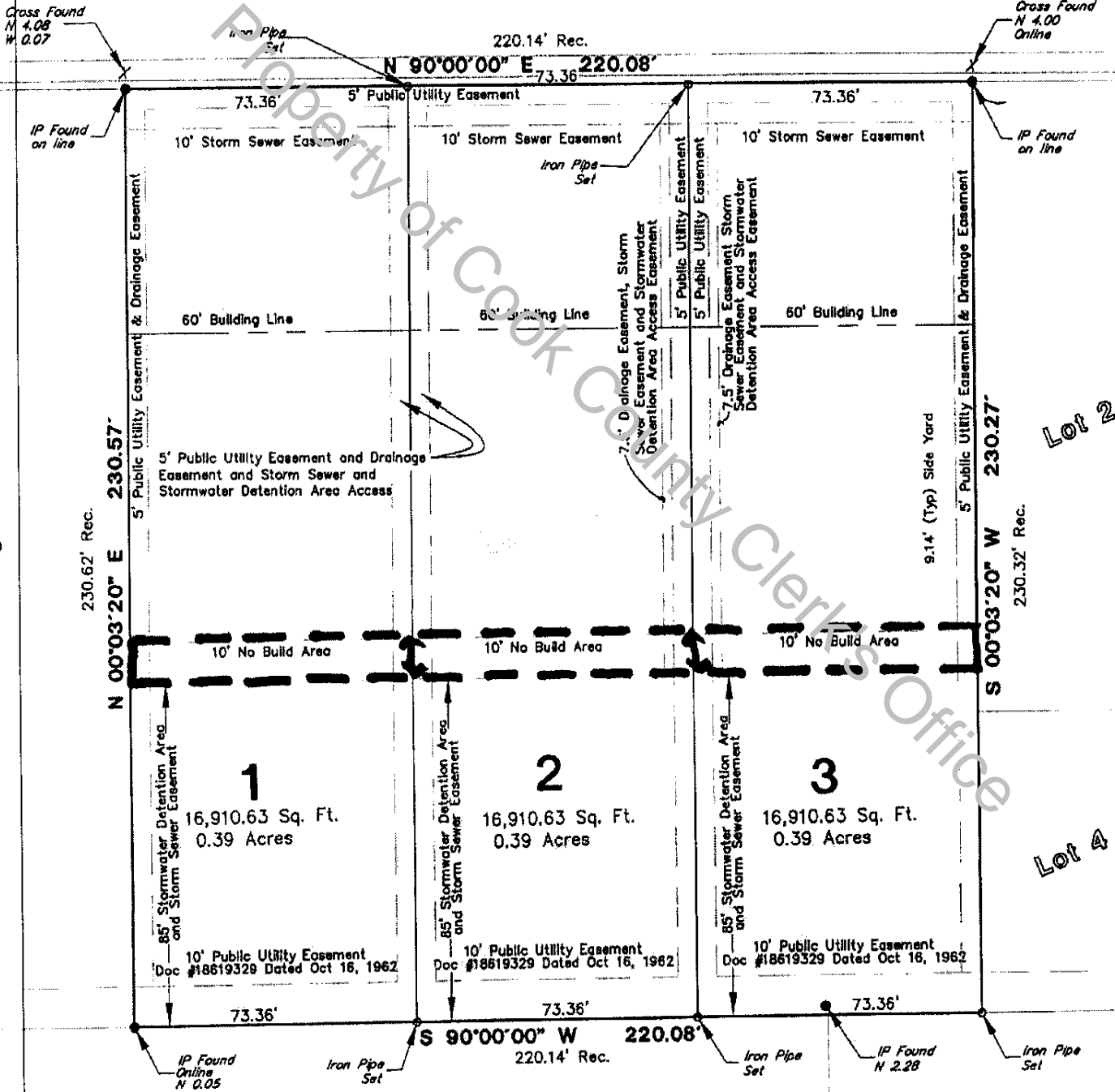
# UNOFFICIAL COPY

## EXHIBIT B

### Brentwood Road

66.00' Right of Way

N1



Lot 2

Lot 4

Property of Cook County Clerk's Office