

# UNOFFICIAL COPY

PREPARED BY:  
VILLAGE OF NORTHBROOK  
1225 CEDAR LANE  
NORTHBROOK, IL 60062



Doc#: 0622234096 Fee: \$34.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 08/10/2006 11:40 AM Pg: 1 of 6

AFTER RECORDING  
RETURN TO:  
RECORDER'S BOX 337



## RESTRICTIVE COVENANT FOR DECORATIVE DRIVEWAYS AND WALKS

THIS RESTRICTIVE COVENANT is made this 14<sup>TH</sup> day of June, 2006 by MORLEY KERSCHNER and LOUISE KERSCHNER. ("the Owner"), owner of legal title to the parcel of real estate commonly known as 4341 Phyllis Drive, Northbrook, Illinois, legally described in Exhibit A attached to and made a part of this Restrictive Covenant by this reference (the "Subject Property").

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 of Northbrook.

### Section 1. Background.

A. The Owner desires to construct a brick paver type or other not comprised entirely of Portland cement concrete or bituminous pavement ("decorative") driveway and/or walk within the public right-of-way and/or utility easement adjacent to the Subject Property.

B. The Village of Northbrook ("Village") has advised the Owner that the construction and continued existence of the decorative driveway and/or walk will only be allowed if the Owner executes and records a restrictive covenant, acceptable to the Village.

C. The Owner desires to complete construction of the decorative driveway and/or walk in a safe manner in compliance with all applicable laws, statutes, ordinances and regulations, and deems it desirable and intends that all current and future owners, occupants and any other persons acquiring an interest in the Subject Property, or in any portion thereof, shall at all times hold their interest subject to the covenants and restrictions herein set forth.

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## **Section 2. Owner's Sole Risk.**

The Owner acknowledges, agrees and is fully aware that any portion of a decorative driveway and/or walk installed within the public right-of-way or utility easement is clearly at risk and that no assurances of its protection can be given by the Village.

## **Section 3. Costs.**

The Owner acknowledges and agrees that the decorative driveway and/or walk shall be constructed, installed, repaired, maintained and replaced solely by Owner at Owner's sole cost and expense and shall be kept by the Owner in a safe condition without hazards at all times. The Owner understands, acknowledges and agrees that the Village assumes absolutely no responsibility for, or liability arising out of, the construction, installation, care, operation, maintenance, repair or replacement of any portion of the decorative driveway and/or walk.

## **Section 4. No Interference.**

The Owner understands and agrees that construction, installation and existence of the decorative driveway and/or walk within the public right-of-way or utility easement shall not, in any way, interfere with the right of the Village, its contractors or public utilities to excavate therein for any maintenance activity, construction operation, repair or installation of any public facilities, public utilities, public improvements or for any other necessary public purpose.

## **Section 5. Future Work.**

The Owner understands and agrees that the Village will not, under any circumstance, repair or replace any portion of said decorative driveway and/or walk that might be subsequently damaged or removed by any work, maintenance activity, construction operation, repair or installation of any public facility, public utility, public improvement or for any other necessary public purpose with any material other than Portland cement concrete or bituminous pavement in accordance with the Village's Standards for Public and Private Improvements ("Traditional Materials"). If Owner desires to restore the decorative driveway or walk with any other materials, the Village will, upon written request from Owner, reimburse Owner for only that portion of the cost that would be incurred by the Village for restoration with Traditional Materials.

## **Section 6. Indemnification.**

The Owner agrees to, and does hereby, release, hold harmless and indemnify the Village and all of its elected and appointed officials, officers, boards, commissions, employees, agents, representatives, engineers, and attorneys, from any claims, lawsuits, judgements, demands, damages, liabilities, losses, executions, debts, fines, penalties, and expenses, including administrative expenses and attorneys' fees (collectively "Claims"), that may arise or be alleged to have arisen, out of or in connection with the construction, installation, maintenance, repair, replacement or presence of the decorative driveway and/or

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walk in the public right-of-way or utility easement, whether or not due or claimed to be due in whole or in part to the active or passive actions of such Village personnel or the presence of the decorative driveway and/or walk. The Owner shall, and does hereby agree to, pay all expenses, including attorneys' fees, court costs, and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Claims mentioned in this Section.

## **Section 7. Enforcement.**

The Owner recognizes and agrees that the Village has a valid interest in ensuring that this Restrictive Covenant is properly adhered to and therefore does hereby grant the Village the right to enforce this Restrictive Covenant by any proceeding at law or in equity against any person or persons attempting to violate any restriction contained herein, either to restrain violations, to compel affirmative action, or to recover damages.

## **Section 8. 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.

## **Section 9. Amendment.**

This Covenant may be modified, amended, or annulled only upon the express, prior written approval of the Village Manager and recordation by the Village Clerk.

## **Section 10. 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, licensees, invitees and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them.

## **Section 11. Recordation.**

This Restrictive 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 Restrictive Covenant. The Owner agrees to pay the fee for the preparation and recordation of this Restrictive Covenant, as established by the Village's Annual Fee Ordinance, as may from time to time be amended.

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**Section 12. Headings.**

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

**Section 13. Term.**

The restrictions hereby imposed shall be enforceable for a term of one hundred (100) years from the date this Restrictive Covenant is recorded, after which time such Restrictive Covenant shall be automatically extended for successive periods of ten (10) years unless an instrument amending this Restrictive Covenant shall be recorded and provide for some other duration. If any of the rights or restrictions imposed by this Restrictive Covenant would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George Herbert Walker Bush, former President of the United States.

**Section 14. 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 Restrictive Covenant to be executed on the date first above written.

OWNER(S):

Karen Keschner  
Marilyn Keschner

WITNESS/ATTEST:

By: Linda K. Sullivan

Title: Notary Public

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STATE OF ILLINOIS )

COUNTY OF Cook )

I, Linda K. Sullivan, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Louise Kerschner and J.D. Dalgo Morley Kerschner, 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 and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 14 day of June, 2006.

Linda K. Sullivan  
Signature of Notary

SEAL

My Commission expires:

8/17/08

# 516162



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## EXHIBIT A

### Legal Description of the Subject Property

LOT 78 IN SALCEDA NORTH SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly known as 4341 PHYLLIS DRIVE, NORTHBROOK, ILLINOIS 60062

Permanent Real Estate Index Number .04-06-109-011-0000

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