

# UNOFFICIAL COPY

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and after recording return to:

Village of Palatine  
Village Clerk's Office  
200 E. Wood Street  
Palatine, IL 60067



Doc#: 1032718070 Fee: \$46.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 11/23/2010 04:06 PM Pg: 1 of 6

## DEED RESTRICTION/COVENANT

845 W. Kathleen Lane, Palatine, Illinois  
Stone Valley Subdivision

WHEREAS, Yuri Dobrowolsky, hereinafter called the Declarant, was the owner in fee simple of certain real property, which consisted of one lot located approximately 200 feet south of Quentin Road between Gilbert Street and Kathleen Lane; and

WHEREAS, in 2007 the Declarant filed an application with the Village of Palatine ("Village") for a two (2) lot residential subdivision on said one lot, which subdivision became known as the Stone Valley Subdivision; and

WHEREAS, in 2007, the Village approved the Plat of Subdivision of the Property, which created two lots on the Property, known as 812 Gilbert Road and 845 Kathleen Lane; and

WHEREAS, as a condition of the approval for the Stone Valley Subdivision, the Declarant posted a letter of credit covering the cost to widen Kathleen Lane; and (NOTE: Does the letter of credit cover any other improvements other than widening Kathleen Lane?)

WHEREAS, subsequent to approval of the Stone Valley Subdivision, the residential real estate market was severely impacted by the economic downturn experienced in the United States; and

WHEREAS, that although the Declarant was able to construct a home on 812 Gilbert Road, the Declarant has not been able to sell 845 Kathleen Lane, (hereinafter the "Property"); and

WHEREAS, the Village continued to hold the letter of credit from the Declarant for the improvement of Kathleen Lane; and

WHEREAS, the Declarant has requested that the Village release the letter of credit

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without the Kathleen Lane road improvements being completed.

**WHEREAS**, the Village agrees that were it not for the provisions of this Deed Restriction/Covenant being recorded against the Property, the letter of credit posted for the Stone Valley Subdivision would either be called by the Village or not be released by the Village and

**WHEREAS**, Declarant is freely submitting the Property to the terms of this Deed Restriction / Covenant.

**NOW THEREFORE**, the Declarant, for and in consideration of the facts recited above and good and/or valuable consideration the receipt, adequacy and sufficiency of which is hereby acknowledged, enters into the following covenants and deed restrictions on behalf of himself/herself, his/her heirs, successors and assigns:

1. The Village will have the right to enforce by proceedings, in law or equity, the covenants and deed restrictions set out herein and this right shall not be waived by one or more incidents of failure to enforce said right.
2. Without prior express written consent from the Village, there shall be no construction of any kind and no dredging or fill material of any type placed on the Property.
3. The Village shall not be required to issue any permits for any construction work of any kind on the Property unless and until the Declarant, or its successors and/or assigns places a Letter or Credit with the Village in the amount of 110% of the cost of the anticipated project improvements (as defined by the Village Subdivision Code) in an amount approved by the Village Engineer. The project improvement costs shall specifically include, but not be limited to, all costs and expenses required to widen Kathleen Lane in front of the Property.
4. Without prior express written consent from the Village, no structures, fences, driveways, decks or patios shall be constructed on the Property.
5. In the event that Kathleen Lane is improved by the Village or a different property owner, builder or developer before the Declarant, or an owner, builder or developer seeks to build on the Property, then in that event the Declarant shall pay to the Village the actual costs of construction of Kathleen Lane that are attributable to the portion of Kathleen Lane along the Kathleen Lane frontage of the Property as a condition precedent to the Village issuing any permits to improve the Property or issue any permits necessary to allow construction to commence on the Property. The requirements of this Section 5 shall be mandatory whether or not a recapture ordinance is adopted by the Village for this improvement. In the alternative, if the Village does adopt a recapture ordinance due to the Village or some other party making the improvements to Kathleen Lane, then the Declarant and its successors and assigns shall abide by the terms of the recapture ordinance.
6. The Declarant, on behalf of himself/herself and on behalf of himself/herself and his/her heirs, successors and assigns hereby agrees to indemnify, defend and hold harmless the

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Village, its elected officials, employees and agents for any cause of action or claims related in any way to the terms of this document or the improvement of Kathleen Lane. This covenant shall survive the sale of the Property by Declarant.

7. The terms of this document may be changed, modified or revoked only upon written approval of the Village to be effective, such approval must be witnessed, authenticated, and recorded pursuant to the laws of the State of Illinois.

8. The terms and conditions of this document shall, as of the date of recording of this document, bind the Declarant to the extent of his legal and/or equitable interest in Property, and, the restrictions contained herein shall run with the land and be binding on the Declarant and his/her heirs and assigns and all future owners of the Property until such time as Kathleen Lane is widened and improved according to the requirements of the Village, at which time the Village agrees to record a document vacating this Deed Restriction/Covenant.

9. The terms and conditions of this document and the indemnification and hold harmless covenants as to the Village shall be explicitly included in any transfer, conveyance, or encumbrance affecting all or any part of the Property, as set forth in the terms and conditions of this document.

IN WITNESS WHEREOF, said Declarant has caused its corporate seal to be hereto affixed, and has caused its name to be signed, this 24 day of October, 2010.

OWNER

By: [Signature]  
Name: Yuri Dobrowolsky - Stone Valley Builders, LLC  
Its: Owner

OWNER

By: [Signature]  
Name: Frank Kneller  
Its: Owner - 812 W. Gilbert Road

SHERRI L KNEUSE  
RA  
[Signature]  
HER ATTORNEY IN  
FACT



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## EXHIBIT A

LOT 2 IN STONE VALLEY SUBDIVISION BEING A RESUBDIVISION OF LOT 4 IN SCHILLINGS SUBDIVISION, A SUBDIVISION OF LOT 21 IN ARTHUR T. MCINTOSH AND COMPANY'S QUINTENS ROAD FARMS, BEING A SUBDIVISION OF THE WEST 90 ACRES OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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