

# UNOFFICIAL COPY

*This instrument was prepared by  
and mail to:*

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19 S. LaSalle Street  
Suite 900  
Chicago, Illinois 60603



Doc# 1633334047 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/28/2016 02:23 PM PG: 1 OF 4

## RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made this 31<sup>st</sup> day of October, 2016 by JOSEPH F. RUFFOLO and KIMBERLY S. RUFFOLO ("Grantors")

### RECITALS

WHEREAS, Grantors are acquiring fee simple title to that certain real estate property located in Cook County, in the State of Illinois, legally described on Exhibit "1" attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, as an express condition to its purchase of the Real Property the VILLAGE OF MOUNT PROSPECT has required Grantors to impose certain covenants upon a certain other parcel of real property contiguous to or adjoining the Real Property, owned by Grantors, which parcel is described on Exhibit "2" attached hereto and made a part hereof ("Grantors' Other Lot"), for the benefit of the Real Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the purchase of the Real Property by Grantors, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors declare as follows:

1. Restrictive Covenants. Grantors hereby declare and grant to the owner(s) of the parcel legally described in Exhibit "1" and their successors and assigns as an appurtenance to Grantors' Other Lot, a perpetual and non-exclusive easement upon and over the driveway of the Grantors' Other Lot legally described on Exhibit "2", for a pedestrian and vehicular ingress and egress to and from Grantors' Other Lot for the Real Property in order to park automobiles in the currently designated parking area on the Grantors' Other Lot ("Easement").

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2. Future Separate Ownership. If in the future there is separate ownership to the Real Property and Grantors' Other Lot, the owner(s) of the Real Property and Grantors' Other Lot shall equally share in the costs and expenses of (i) the repair and replacement of the driveway and parking area Easement and improvements thereon to the same standard as originally constructed and (ii) the maintenance of the driveway and parking area Easement on the Grantors' Other Lot at all times in good condition, including but not limited to snow removal and cleaning.

3. Covenants Running with the Land. The covenants contained herein operate as covenants running with the land, are binding on Grantors, their successors and assigns and all other parties having or acquiring any right, title or interest in Grantors' Other Lot, or any part thereof, and are for the direct benefit of the Real Property and all parties having or acquiring any right, title or interest in or to the Real Property.

4. Remedies/Attorney Fees. Violation of any of these covenants, conditions, restrictions or uses may be enjoined, abated, restrained or otherwise remedied by appropriate legal or equitable proceedings. Proceedings to restrain violation of these restrictions may be brought at any time if such violation appears reasonably likely to occur in the future. In the event of proceedings brought by any party or parties to enforce or restrain violations of any of these covenants, or to determine the rights or duties of any person hereunder, the prevailing party in such proceeding may recover reasonable attorney's fees from the non-prevailing party, to be fixed by the court, in addition to such prevailing party's court costs and any other relief awarded by the court in such proceedings.

Grantors:



JOSEPH F. RUFFOLO



KIMBERLY S. RUFFOLO

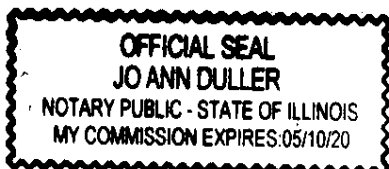
STATE OF ILLINOIS )

)SS

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH F. RUFFOLO and KIMBERLY S. RUFFOLO, 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, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 31 day of October, 2016.

  
Notary Public

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## EXHIBIT "1"

LOT ELEVEN (11) IN MAPLEWOOD HEIGHTS, BEING A SUBDIVISION OF THE EAST 15.00 CHAINS OF THAT PART LYING NORTH OF RAILROAD OF SOUTHEAST QUARTER (1/4) OF SECTION 12, (EXCEPT THE SOUTHERLY SIXTY-SIX (66) FEET FOR ROAD), ALSO OF BLOCK TWENTY-SIX (26) IN BUSSE'S EASTERN ADDITION TO MOUNT PROSPECT IN THE EAST HALF (1/2) OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 18, 1926 AS DOCUMENT NUMBER 9278692, IN COOK COUNTY, ILLINOIS

ADDRESS: 888 E. NORTHWEST HIGHWAY, MOUNT PROSPECT, IL 60056

P. I. N. 08-12-403-011-0001

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## EXHIBIT "2"

LOT 10 IN MAPLEWOOD HEIGHTS, BEING A SUBDIVISION OF THE EAST 15.00 CHAINS OF THAT PART LYING NORTH OF RAILROAD OF THE SOUTH EAST  $\frac{1}{4}$  OF SECTION 12, (EXCEPT THE SOUTHERLY 66 FEET FOR ROAD) ALSO OF BLOCK 26 IN BUSSE'S EASTERN ADDITION TO MOUNT PROSPECT IN THE EAST  $\frac{1}{2}$  OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 874-878 E NORTHWEST HIGHWAY, MOUNT PROSPECT, IL 60056

P. I. N. 08-12-403-010-6000