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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/13/2023 02:16 PM PG: 1 OF 7

***This Document Was Prepared By and After Recording Return To:***

Lawrence M. Freedman  
Ash, Anos, Freedman & Logan, L.L.C.  
95 Revere Drive, Suite G  
Northbrook, Illinois 60062

**ABOVE FOR RECORDER'S USE ONLY**

**RESTRICTIVE COVENANT**

THIS RESTRICTIVE COVENANT is made this 7<sup>th</sup> day of June, 2023 by SFP Northbrook Pointe, LLC, an Illinois limited liability company ("Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the record title holder of the property described on Exhibit "A" attached hereto and specifically incorporated by reference herein ("Lot 3B"); and

WHEREAS, Northbrook Pointe Condominium Association, an Illinois not-for-profit corporation ("Association") is the record title holder of the property described on Exhibit "B" attached hereto and specifically incorporated by reference herein ("Lot 3A"); and

WHEREAS, Lot 3A and Lot 3B, as well as other property, was the subject of a certain Annexation and Development Agreement dated as of February 13, 2002, recorded with the Office of the Recorder of Deeds of Cook County, Illinois on July 15, 2002 as document no. 0020769905, thereafter amended from time to time; and

WHEREAS, Declarant and the Village of Northbrook ("the Village") have entered into a Third Amendment to the Annexation and Development Agreement as of June 7<sup>th</sup>, 2023, recorded with the Office of the Cook County Recorder on \_\_\_\_\_, 2023 as document no. \_\_\_\_\_ ("Third Amendment"), which provides in part that Declarant may construct and operate a 34-unit rental townhome development on Lot 3B pursuant to the terms and conditions as set forth in the Third Amendment; and

WHEREAS, as part of the approval by the Village of the Third Amendment Declarant requested the Association consent to Declarant's proposal as set forth in the Third Amendment and that the Association further enter into an amendment to a Landbank Parking Restrictive Covenant dated as of January 7, 2003 and recorded in the Office of the Cook County Recorder as document no. 003009971 on January 22, 2003; and

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DATE 11/13/23 COPIES 64  
OK BY R/1570

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WHEREAS, the Association has agreed to consent to Declarant's proposal and to enter into the aforesaid amendment to the Landbank Parking Restrictive Covenant conditioned upon the terms and conditions as are more fully hereinafter set forth.

NOW THEREFORE, Declarant hereby declares for the benefit of Lot 3A, that Lot 3B and all portions thereof, shall be held, transferred, leased, sold, conveyed, used, and occupied subject to the restrictions hereinafter set forth, which restrictions are for the purpose of protecting the value and desirability of Lot A:

1. The development of Lot 3B shall include planting, maintenance, and replacement of landscaping materials as well as a dedicated dog walking area as provided in the approved plans described in the Third Amendment including the landscaping depicted on Exhibit C attached hereto.
2. Declarant agrees that all tenant leases entered into by Declarant shall provide as follows:
  - (a) Tenants, guests, and pets, shall not be permitted to access Lot 3A, including but not limited to the parking and gazebo areas thereon, other than the Common Facilities and Lot 3 Access Road as defined in that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Northpointe recorded July 15, 2002 with the Office of the Recorder of Deeds of Cook County, Illinois as document no. 0020769909.
  - (b) Tenants shall keep all dogs leashed at all times when outside of tenants' respective units, and all refuse generated by such dogs shall be properly disposed of by the respective tenants.
  - (c) The sound of any music emanating from outside of any tenant's unit shall be maintained at a sound level in full compliance with all existing codes.
  - (d) No parking shall be permitted by tenants on Pointe Drive.
  - (e) No dog shall be permitted in excess of 35 pounds in weight.
3. To the extent permitted by the Village, Declarant agrees to install, at Declarant's sole expense, five mile per hour speed bumps on Pointe Drive.
4. Declarant agrees to cooperate with the Association to advocate to The Illinois Department of Transportation and the Village that the traffic control signal at the intersection of Pointe Drive and Lake Cook Road be adjusted to provide for a longer access time to and from Lake Cook Road, and to further cooperate with the Association to request that Pointe Drive be accepted as a dedicated public street by the Village.
5. During the construction of the proposed redevelopment of Lot 3B, no construction

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equipment or vehicles shall be permitted at any time on Lot 3A, and that any and all damage to Lot 3A resulting from Declarant's construction activities shall be repaired at Declarant's sole cost and expense.

- 6. All signage installed by Declarant, as permitted and approved by the Village shall be maintained, repaired, and replaced by Declarant at its sole cost and expense and shall be located as approved by the Village and shall be installed in a location which does not compromise the safety or views of vehicular traffic or pedestrians.
- 7. The Association has provided to Declarant a copy of a report setting forth the current condition of Pointe Drive. Upon the completion of the redevelopment of Lot 3B or the date of occupancy, whichever occurs first, the condition of Pointe Drive shall be reevaluated, and any maintenance, repair, or replacement of any portions of Pointe Drive shall be administered by the Association, and Declarant agrees to be responsible for an amount equal to 70% of the expense thereof or \$50,000.00, whichever is greater. Declarant shall have an opportunity to submit bids for such repair, or replacement, and any accepted bid must be reasonable in scope and cost.
- 8. Except for matters arising from an insured casualty, in the event the Association provides Declarant with reasonable evidence that a tenant or invitee of any unit constructed on Lot 3B has caused any damage to Lot 3A, Declarant shall either repair such damage or remit to the Association an amount equal to the cost thereof.
- 9. The terms and provisions hereof shall be deemed to be covenants running with the land and shall be binding upon Declarant and its successors and assigns.

IN WITNESS WHEREOF, Declarant has caused this Restrictive Covenant to be executed by its duly authorized representative on the date above written.

SFP Northbrook Pointe, LLC, an Illinois limited liability company

By:  Its Manager

STATE OF ILLINOIS        )  
  )ss.  
COUNTY OF COOK        )

The foregoing instrument is acknowledged by me on June, 7, 2023, the Manager of SFP Northbrook Pointe, LLC, an Illinois limited liability company, for and on behalf of said limited liability company and was executed as the free and voluntary act of said Manager and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

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Given under my hand a notarial seal this 7<sup>th</sup> day of June, 2023.

*Linda Yonan*  
\_\_\_\_\_  
Notary Public



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COOK COUNTY CLERK OFFICE  
RECORDS DIVISION  
226 W. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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## EXHIBIT A

### LOT 3B PROPERTY

LOT 3B IN NORTHBROOK POINTE RESUBDIVISION, IN THE NORTH HALF OF SECTION 6, TOWNSHIP 42, NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS APPROXIMATELY 3.1 ACRES OF LAND LINE IN THE SOUTHWEST CORNER OF LAKE COOK ROAD AND I-294 IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 04-06-200-010-0000

175 POINTE DRIVE

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## EXHIBIT B

### LOT 3A PROPERTY

LOT 3A IN NORTHBROOK POINTE RESUBDIVISION, IN THE NORTH HALF OF SECTION 6, TOWNSHIP 42, NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS APPROXIMATELY 5.2 ACRES OF LAND LYING IN THE SOUTHWEST CORNER OF LAKE COOK ROAD AND I-294 IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 04-06-200-013-001 through 1086

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