

This Instrument was Prepared By: Joseph W. Bonner Hess, Kaplan and McDowell, Ltd. 180 North LaSalle Street Chicago, Illinois 60601

87384746

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant made this 290 day of May, 1987, by DANIEL W. FOX and FLIZABETH M. FOX, his wife (collectively, "Declarants"),

WITNESSETH

WHEREAS:

A. Declarants own the parcel of real estate improved with a single family residence commonly known at 35% Sheridan Road, Winnetka, Illinois (the "Premises") which are legally described as follows:

Lot 1 in Owner's Resubdivision of Lots 1 to 7, both inclusive, in Oakdale's Addition to Winnetka, being a Resubdivision of Lots 1, 3, 4, 5 and 6 in Block 2 of Dale's Addition to the Village of Vinnetka, a Subdivision in the South East 1/4 of Fractional Section 21, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illine's (Permanent Index No. 05-21-402-003);

- B. Declarants desire to construct an addition to the house presently on the Premises as shown in the drawing attached hereto as 25,70 bit A and made a part hereof;
- C. The Village has indicated to Declarants its willingness to grant a permit to Declarants for the construction of such an addition on the condition that the following restrictive use covenant be agreed to by Declarants which they are willing to do:
- NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, Declarants hereby covenant, agree and declare that the Premises are hereby subjected to, and shall only be improved in accordance with, the following described terms and conditions:
- 1. Subject to exceptions specified in paragraph 2 hereof, and the limitations specified in paragraph 3 hereof, no structure shall be constructed on the Premises which is within twenty two (22) feet of any point along a line in the parcel commonly known as 402 Willow, Winnetka, Illinois (situated adjacent to and west of the Premises) which coincides with the line of the most eastern wall of the single family residence presently situated on such adjacent lot, as depicted in Exhibit A hereto.

UNOFFICIAL COPY.

- The restriction specified in paragraph I hereof (the "Building Set Back Restriction") shall in no way prevent or restrict the construction, use, maintenance, repair, or replacement of (i) an eave along the north side of the proposed addition referred to above, which when constructed may encroach by approximately eighteen (18) inches the area of the Premises affected by the Building Set Back Restriction, (ii) the existing driveway on the Premises, and (iii) a light pole within the area affected by the Set Back Restriction, in each case, provided that the same otherwise complies with Village ordinances.
- Declarants reserve the right, subject to the conditions precedent to exercising the same, to terminate the Building Set Back Restriction, if the single family residence presently located on the aforesaid parcel adjacent to the Premises is removed (or purpose or through casualty) and construction of a new residence (or repair or replacement of the present residence) does not commence within six (6) months after the date of such removal. Exercise of such right of termination shall be pursuant to a welcen declaration thereof signed by Declarants and shall only be effective when recorded in the Office of the Recorder of Deeds of Cook County.
- The provisions of the restrictive use covenant shall run with the land comprising the Premises and be binding upon all successors to Declarants owning or having any interest in the Premises, and the right to terminate the Building Set Back Restriction specified in paragraph hereof shall inure to the benefit of, and at any time shall only be vested in, the there wher of the fee simple title to the Premises.

IN WITNESS WHEREOF, Declarants have executed and delivered the restrictive use covenant as of the day and year first above written.

STATE OF ILLINOIS) \$\$. COUNTY OF COOK

> The foregoing instrument was acknowledged before me this 22mday of , 1987, by DANIEL W. FOX and ELIZABETH M. FOX, his wife.

[01011111111111111111111111111111111 "OFFICIAL SEAL" DEBBIE L. NICK Notary Public Cook County, Illinot C

My Commission Expires Sept. 14, Takk.

My commission expires:

Notary Public

UNOFFICIAL COPY 3

CONSENT OF MORTGAGEE

THE UNDERSIGNED, The First National Bank of Chicago, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as holder of a mortgage recorded March 4, 1985 as Document No. 27461254, on the property legally described in the foregoing Restrictive Use Covenant, does hereby consent to the execution and recording of the aforesaid Restrictive Use Covenant and agrees that said mortgage is subject to the provisions of said Restrictive Use Covenant.

this consent to be signed by its duly authorized officers on its behalf, all done at Chicago, Illinois, on this 200 day of July, 1987.

THE FIRST NATIONAL BANK OF CHICAGO

By: Casterno H Frok
Its: Assistant Vice President

By: Mula L. Juler Its: Assistant Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 2nd day of July 1987, by Catherine H. Rook and Wanda L. Adler ASST. V.P., and ASST. V.P., respectively, of The First National Bank of Chicago, on behalf of said bank

A. B. B. M.

Notary Public

My commission expires:

MI Complesion Expires Dec. 13, 1997

37384746

-3-

UNOFFICIAL COP () FOX REGIDENCE - 2554 CHERIDAN RG. 19/1/0 BEE CHE PLAN WITH NEW ADISTION JALOWED BUILDING LINE LOT LINE SCALE: 1"= 20" DOO BY EME PROJECTION ALLONED 15 NEW ADDITION _ EXIST. RRS. # 402 - RADRUS \= 22'-0" CXF-1, CS-5, #364 EAVE LINE בחורסואל דואב AREA APPECTED BY COVENANT 30.00 CRO# VACIMAN K7353736 MOTTIM 0402

١