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DEED RESTRICTION

This deed restriction is hereby entered into this 6th day of June, 1990 by the undersigned owners of the following parcel of real estate situated in the County of Cook and State of Illinois, hereinafter described.

WITNESSETH that the property ("property"):

PARCEL 8A: THE NORTH 34.25 FEET, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF (EXCEPT THE SOUTH 2.37 FEET OF SAID NORTH 34.25 FEET, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF, OF THE WEST 28.08 FEET, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF) OF LOT 8 IN EVERGREEN WOOD PLAT OF PLANNED UNIT DEVELOPMENT IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1987, AS DOCUMENT NO. 87388770, IN COOK COUNTY, ILLINOIS. A/K/A 1012 ARBOR CT., MT. PROSPECT, IL.

Plat No. 8-14-202-025-0000
is now owned by Lawrence J. Bralich and Roberta C. Bralich.

And whereas, the parties hereto feel that the restrictions and covenants hereinafter contained and hereby created are for the best interests of all the parties hereto; shall operate as equitable restrictions or easements and are imposed on said property herein involved as a servitude in favor of said parcel.

NOW therefore, in consideration of the property and of the mutual covenants hereinafter made and contained, and of the sum of Ten Dollars, in hand paid to each of the parties hereto by each of the other parties hereto, the receipt of which is hereby acknowledged, and in consideration of other good and valuable consideration, each party as owner of the parcel of land above described, as set opposite his or her name, does each individually and collectively agree with each and every other of the parties hereto, that said parcel is now and shall remain in perpetuity subject to restrictions, provisions, covenants and reservations hereinafter set forth, and that he or she either individually or collectively or otherwise will make no sale, contract of sale, conveyance, lease or agreement and give no license or permission in violation of such restrictions, provisions, covenants or reservations which are as follows:

RESTRICTIONS

The parties affirm their knowledge of the existence of the sewer easement on the eastern border of the property, as seen in a plat of the property, as prepared by a registered land surveyor in the State of Illinois, and legally described as:

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF MT. PROSPECT, ITS SUCCESSORS AND ASSIGNS, IN ALL PLATTED AREAS DESIGNATED HEREON AS "UTILITY EASEMENT" SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF PUBLIC UTILITIES, SEWER, WATER, DRAINAGE, STORM WATER DETENTION AND INGRESS AND EGRESS AS DISCLOSED BY EVERGREEN WOOD PLANNED UNIT DEVELOPMENT PLAT RECORDED JULY 14, 1987 AS DOCUMENT 87388770.

They further agree that this easement permits the Village of Mt. Prospect and/or any other duly authorized entity to enter and remove any portion of any improvement and/or deck or other plantings that may reside in the easement should this become necessary to

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do to repair or maintain the sewer lying within said easement. Further, they acknowledge, that the granting of a building permit by the Village of Mt. Prospect for a deck of approximately 16' by 10' adjacent to the rear of the improved portion of their property will not in any way abrogate their responsibility to pay for any such removal and/or repair of any such deck, as may be required under any such circumstances. The aforementioned deck will not be attached to the building, but will reside on piers, which are separate from the building and its maintenance and repair shall forever remain the responsibility of the title holder to said property.

The covenants, restrictions and agreements herein contained shall be considered as appurtenant to and running with the land and shall be binding upon and for the benefit of each party hereto and may be enforced by any of the parties hereto by any permissible legal or equitable proceedings, including proceedings to enjoin violations and for specific performance.

No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof no matter how many violations or breaches may occur.

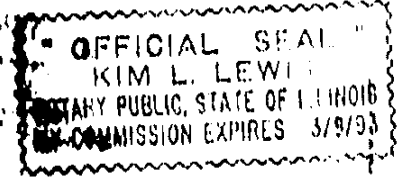
Time is of the essence of this agreement and all the terms, conditions and provisions hereof.

The covenants, restrictions and agreements herein contained shall be binding on and for the benefit of, and may be enforced by and against each party hereto, his or her successors and assigns and the heirs, executors, administrators and successors of them respectively.

Lawrence J. Bralich
Lawrence J. Bralich

Roberta C. Bralich
Roberta C. Bralich

State of Illinois, County of Cook ss. I, the undersigned,
Kim L. Lewis, a Notary Public, in and
for the County and State aforesaid, DO HEREBY CERTIFY, that
L. Bralich & R. Bralich
personally known to be the same persons whose names appear
above, 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
notarial seal this 6th day of June, 1990.



Kim L. Lewis
Notary Public

Prepared by:
Michael J. Royster
1030 Arbor Ct.
Mt. Prospect, Il. 60056

DEP1-01 RECORDING 413.25
T49999 TRAH 7429 06/08/90 11:01:00
97853 4 G *--50--270253
COOK COUNTY RECORDER

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Mr. Lawrence Bralich
1012 Arbor Ct.
Mt. Prospect, Il. 60056

Property of Cook County Clerk's Office

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