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COOK COUNTY RECORDER

**RESTRICTIVE COVENANT FOR
PROPERTY STORAGE IN CRAWL SPACE**

2134 SHIRMER ROAD
NORTHBROOK, ILLINOIS

PREPARED BY:
VILLAGE OF NORTHBROOK
1225 CEDAR LANE
NORTHBROOK, IL 60062

BOX 337

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RESTRICTIVE COVENANT FOR

PROPERTY STORAGE IN CRAWL SPACE

THIS RESTRICTIVE COVENANT is made this 14th day of May, 1996 by Salvatore (Sam) and Rose Culletta (the "Owner") of the record title to the parcel of real estate commonly known as 2134 Sherman Road, Northbrook, Illinois, legally described in Exhibit A attached to and made a part of this Restrictive Covenant by this reference (the "Subject Property").

WHEREAS, the Owner is constructing a single-family detached house (the "House") on the Subject Property; and

WHEREAS, the Owner has constructed a crawl space below the House (the "Crawl Space") at a depth no less than 643.4 NGVD'29; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") has established the Base flood elevation ("BFE") for the Subject Property at 646.5 NGVD'29; and

WHEREAS, the floor of the Crawl Space is at a depth that is significantly below the established BFE for the Subject Property; and

WHEREAS, FEMA has regulations that require that all habitable living space and that all storage of any materials, equipment and personal property be above the established BFE; and

WHEREAS, FEMA has advised the Owner and the Village of Northbrook (the "Village") that FEMA will allow the construction and continued existence of the Crawl Space if the Owner executes and records a restrictive covenant, acceptable to the Village, that (1) prohibits the habitability of the Crawl Space and (2) allows for enforcement of such prohibition; and

WHEREAS, the Owner desires to complete construction of the House in a safe manner in compliance with all applicable laws, statutes, ordinances and regulations, and deems it desirable and intends that all current and future owners, occupants and any other persons acquiring an interest in the Subject Property, or in any portion thereof, shall at all times hold their interest subject to the covenants and restrictions herein set forth;

NOW, THEREFORE, THE OWNER DECLARES that the Subject Property and all portions thereof, are and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants hereinafter set forth, which covenants are for the purpose of protecting the value and desirability of the Subject Property and other properties in the Village of Northbrook:

1. The Crawl Space shall be maintained in compliance with the following conditions and restrictions:

a. The depth of the bottom of the Crawl Space shall not be lower than 643.4 NGVD'29;

b. The Crawl Space shall be used exclusively for storage purposes, in the manner provided herein;

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c. All storage in the Crawl Space, including electrical and mechanical equipment shall be on racks maintained at a minimum of one foot above the established BFE for the Subject Property;

d. The Crawl Space shall, at no time, be use for, or converted for use as, a habitable living space of any kind.

2. Commencing May 1, 1996, the Village shall have the right to conduct an annual inspection of the Crawl Space to confirm and ensure compliance with the terms and conditions of this Restrictive Covenant. All such inspections shall be made following twenty (20) days advance notice delivered to the Owner. The cost of such inspections shall be paid by the Owner to the Village upon written demand by the Village. Said costs shall be in accordance with applicable Village inspection fees.

3. In the event that the Village discovers any violation of the terms and conditions of this Restrictive Covenant at any time, and provided that the Owner does not cure such violation within twenty (20) days after notice thereof by the Village, the Owner shall pay the Village a penalty of at least \$1,000 per day for each day until the violation is corrected. In addition, this Restrictive Covenant may be enforced by the Village of Northbrook by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, to compel affirmative action, or to recover penalties and damages, and against the Subject Property to enforce any lien created by this Restrictive Covenant. The Village shall have the right to inspect the Crawl Space to determine whether any violation has been corrected.

4. The Owner shall reimburse the Village, upon demand by the Village, for all attorneys' fees and recording fees and expenses incurred by the Village in connection with the preparation of this Restrictive Covenant.

5. In the event that the Owner shall fail to pay to the Village any amounts owed pursuant to this Restrictive Covenant, including, without limitation, the penalty referred to in Section 3 above, the Village shall have the right to charge the Owner such amount plus administrative costs of collection. If the amount so charged is not paid by the Owner within thirty (30) days following a demand by the Village for such payment, such charge, together with interest and costs of collection, the Village shall have the right to file a lien upon the Subject Property and the Village shall have the right to collect such charge, with interest and costs, and to enforce lien as in alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George Herbert Walker Bush, Former President of the United States.

6. All notices and demands to the Owner here under shall be in writing and shall be deemed delivered if delivered in person or within three days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Owner or to "current occupant" at the above address of the Subject Property .

7. This Covenant and its effect shall not be modified, amended, or annulled without the prior express approval of the Village Manager of the Village of Northbrook.

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DATED: This 14 day of MAY, 1996.

OWNER(S): Rose Culotta

Law Culotta

WITNESS/AGENT:

By: Jane [Signature]

Title: architect

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