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Prepared By:
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COOK COUNTY RECORDER

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**RESTRICTIVE COVENANT FOR
CUL-DE-SAC MAINTENANCE**

THIS RESTRICTIVE COVENANT is made this 18th day of December, 1996, by the Village of Northbrook (the "Village"), as the owner of record title to the parcel of real estate located in the Village of Northbrook, Cook County, Illinois commonly known as 3811 Greenacre Drive, and legally described in Exhibit A attached to and made a part of this Restrictive Covenant by this reference (the "Subject Property").

NOW, THEREFORE, THE VILLAGE 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.

Section 1. Background.

A. As part of the Village's Greenacre Special Assessment project for street and storm sewer improvements, the Northbrook Village Board determined for public safety reasons that a cul-de-sac should be constructed on Greenacre Drive immediately to the north of 3811 Greenacre Drive (the "Cul-de-sac"). After numerous attempts to work out an agreement with a number of property owners near this portion of Greenacre Drive failed, the lot containing the Subject Property became available for sale. The Village Board, by Resolution No. 95-R-154, authorized the purchase of this lot. The necessary right-of-way for the Cul-de-sac was then dedicated by Resolution No. 96-R-37. Resolution No. 96-R-38 accepted the dedication as public right-of-way.

B. Following demolition of the prior house located on the Subject Property, installation of new water and sewer services, and completion of the Cul-de-sac, the Subject Property was advertised for sale. Thirty sets of bid specifications were mailed to area builders. An ad was placed in the Pioneer Press and 28 sets of bid specifications were distributed to interested parties. The Village accepted the high bid of Steven Joseph Weiland ("Purchaser") pursuant to Resolution No. 96-R-153.

C. As part of the bid proposal and the real estate sale contract executed by and between the Village and Purchaser, Purchaser agreed that Purchaser and all subsequent owners of the Subject Property would be required to mow the grass and maintain the weed growth within the Cul-de-sac.

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D. Accordingly, the Village intends that Purchaser and all other future owners, occupants and any other persons acquiring an interest in the Subject Property (collectively, Purchaser and other future owners shall be referred to as "Owner"), or in any portion thereof, shall at all times hold their interests subject to the covenants hereinafter set forth.

Section 2. Cul-de-sac Maintenance.

Owner is hereby unconditionally and continuously obligated to mow the grass and control the weed growth within the Cul-de-sac so that the Cul-de-sac is, at all times, kept in a neat and clean condition ("Owner's Obligations"), provided that (i) Owner shall not be responsible for maintenance of any trees located within the Cul-de-sac nor have any other Cul-de-sac maintenance obligations ("Owner's Obligations") and (ii) Owner's Obligations shall not begin until a certificate of occupancy is issued for the dwelling to be constructed on the Subject Property.

Section 3. Enforcement.

In the event that Owner fails to timely perform any of Owner's Obligations at any time, the Village shall have the right to (a) enforce Owner's Obligations in a court of competent jurisdiction, and/or (b) enter the Cul-de-sac upon three days prior written notice to Owner (by personal delivery or certified mail, return receipt requested) and cure the deficiency in Owner's performance of Owner's Obligations. In the event the Village elects Subsection (a), the prevailing party shall be responsible for the other party's reasonable attorneys fees and court costs. In the event the Village elects Subsection (b), Owner shall immediately reimburse the Village for all of the Village's costs, including administrative costs, and upon Owner's failure to do so, the Village shall have the right to lien the Subject Property.

Section 4. Exercise of Village Rights: Waiver.

The Village is not required to exercise the rights granted herein except as it shall determine to be in its best interest. Failure by the Village to exercise any right herein granted shall not be construed as a waiver of that right or any other right. Nothing herein shall be deemed or construed to constitute a dedication of any real property to the Village.

Section 5. Amendment.

This Restrictive Covenant may be modified, amended, or annulled only upon the express, prior written approval of (i) the Village of Northbrook, by resolution duly adopted and (ii) the then current Owner.

Section 6. Covenants Running with the Land.

The covenants and restrictions hereby imposed shall run with the land and shall be binding upon and inure to the benefit of Owner and Owner's successors, assigns, agents, licensees, invitees and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them.

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Section 7. Recordation.

This Restrictive Covenant shall be recorded with the Recorder of Deeds of Cook County, Illinois, and all contracts and deeds of conveyance relating to the Subject Property, or any part thereof, shall be subject to the provisions of this Restrictive Covenant.

Section 8. Headings.

The headings of the Sections herein are intended for reference only and are not intended to alter, amend, or affect any of the terms or provisions of this Covenant.

Section 9. Term.

The restrictions hereby imposed shall be enforceable for a term of one hundred (100) years from the date this Restrictive Covenant is recorded, after which time such Restrictive Covenant shall be automatically extended for successive periods of ten (10) years unless an instrument amending this Restrictive Covenant shall be recorded and provide for some other duration. If any of the rights or restrictions imposed by this Restrictive Covenant would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on 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 the current Governor of the State of Illinois.

Section 10. Severability. Invalidation of any one of these covenants and restrictions by a judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Village has caused this Restrictive Covenant to be executed on the date first above written.

ATTEST:

VILLAGE OF NORTHBROOK

By: Lone N. Lewis
Its: Village Clerk

John Novinson
John Novinson, Village Manager

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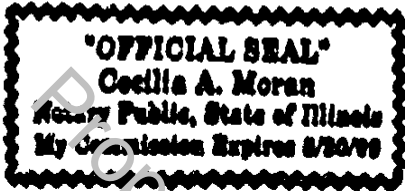
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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on December 12th 1996, by John Novinson, the Village Manager of the VILLAGE OF NORTHBROOK, an Illinois municipal corporation, and by Lona N. Louis, the Village Clerk of said municipal corporation.



Cecilia A. Moran
Signature of Notary

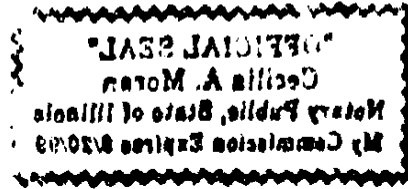
SEAL

My Commission expires: _____

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EXHIBIT A

Legal Description of the Subject Property

LOT 22 (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHWEST CORNER OF LOT 22, AFORESAID; THENCE SOUTHERLY AND EASTERLY ALONG A CURVED LINE, CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 54.00 FEET, A DISTANCE OF 128.5 FEET MORE OR LESS, TO A POINT IN THE EAST LINE OF SAID LOT 22, SAID POINT BEING 13.53 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 22; THENCE NORTH ALONG SAID EAST LINE OF LOT 22 TO SAID LOT'S NORTHEAST CORNER, AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING IN C. H. TAYLOR'S SANWALDUN ESTATES, BEING A SUBDIVISION OF THE SOUTH 30 ACRES OF THAT PART OF THE SOUTH ½ OF THE WEST ¼ OF THE NORTH ½, LYING EAST OF THE CENTER LINE OF MILL ROAD IN SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known as 3811 Greenacre Drive, Northbrook, Illinois

Permanent Real Estate Index Number 04-07-204-011-0000

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