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

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AFTER RECORDING
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43743 # L# *-97-052971
COOK COUNTY RECORDER

RESTRICTIVE COVENANT FOR CONSTRUCTION OF SIDEWALKS

THIS RESTRICTIVE COVENANT is made this 17th day of January, 1997 by Leszek Obrzydowski (the "Owner"), the owner of record title to the parcel of real estate located in the Village of Northbrook, Cook County, Illinois commonly known as 2045 Lavigne Lane 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 OWNER DECLARES that the Subject Property and all portions thereof are and shall be held, transferred, sold, conveyed, used and occupied subject to the covenant 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. On October 8, 1991, the Village of Northbrook Board of Trustees (the "Village Board") passed Resolution No. 91-R-151, adopting the master sidewalk plan (the "Master Sidewalk Plan") for the Village of Northbrook. Concurrently, the Village Board adopted Ordinance No. 91-47, amending Section 22-41 of the Northbrook Municipal Code (1988) to clarify the duty of property owners to construct sidewalks.

B. Section 22-41 states that the Village Board is deemed to have ordered property owners:
(i) to construct sidewalks in front of land that fronts on a street designated on the Master

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Sidewalk Plan as requiring sidewalks; and (ii) to construct sidewalks in front of land that abuts streets not designated on the Master Sidewalk Plan; provided, however, that with regard to land not abutting a street designated on the Master Sidewalk Plan, construction of the required sidewalks may be deferred in areas that have no sidewalks if the property owner executes a recordable covenant acknowledging the property owner's continuing obligation to construct the sidewalks at the property owner's sole cost and expense when required to do so by the Village.

C. The Subject Property fronts on a street not designated on the Master Sidewalk Plan.

D. The Owner 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 interests subject to the covenants hereinafter set forth.

Section 2. Owner's Obligation to Construction of Sidewalk. The Owner is hereby unconditionally and continuously obligated to construct a sidewalk in front of the Subject Property along Lavigne Lane when required to do so by the Village, in its sole and absolute discretion. Such construction shall be at the Owner's sole cost and expense and shall be in compliance with all requirements of the Village for construction of sidewalks.

Section 3. Village Right to Construct Sidewalk. If the Owner fails or refuses to diligently pursue construction of a sidewalk as required by the Village, then the Village shall have, and the Owner hereby grants to the Village, in addition to all other rights afforded to the Village in this Restrictive Covenant and by law, the right, at the Village's option, to complete such sidewalk construction. The Village shall have the right to demand payment directly from the Owner, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, of an amount of money sufficient to defray the entire cost of such work, including legal fees and administrative expenses. If the amount so charged is not paid by the Owner within thirty (30) days following a demand in writing by the Village for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Subject

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Property and the Village shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

Section 4. Enforcement. The Owner recognizes and agrees that the Village has a valid interest in ensuring that this Restrictive Covenant is properly adhered to and therefore does hereby grant the Village the right to enforce this Restrictive Covenant by any proceeding at law or in equity against any person or persons attempting to violate any restriction contained herein, either to restrain violations, to compel affirmative action, or to recover damages.

Section 5. 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 6. Payment of Village Costs. The Owner shall pay the Village, upon presentation of a written demand or demands therefore, all administrative, engineering and legal fees incurred in connection with the enforcement of this Restrictive Covenant. If the amount so charged is not paid within thirty (30) days following such written demand by the Village for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Subject Property and the Village shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

Section 7. Amendment. This Covenant may be modified, amended or annulled only upon the express, prior written approval of the Village of Northbrook, by resolution duly adopted.

Section 8. 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 the Owner and its successors, assigns, agents, licensees, invitees and representatives, including,

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without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them.

Section 9. 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. The Owner agrees to pay the fee for the preparation and recordation of this Restrictive Covenant, as established by the Village's Annual Fee Ordinance, as may from time to time be amended.

Section 10. 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 11. 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 George Herbert Walker Bush, former President of the United States.

Section 12. 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.

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

OWNERS:

[Handwritten Signature]

WITNESS/ATTORNEY:

By: Susan A. Names

Title: ENGINEERING DEPT.

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, SUSAN A. NAMES, a Notary Public in and for said County, in the State aforesaid, do hereby certify that LESZEK BRZYDOWSKI and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this
17th day of JANUARY 1997.

Susan A NAMES

Signature of Notary

SEAL



My Commission expires: _____

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EXHIBIT A

Legal Description of the Subject Property

LOT 3 IN LAVIGNE ACRES, BEING A SUBDIVISION OF THE WEST 1/2 OF THE EAST 9.32 CHAINS OF THE NORTH 708.1 FEET OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 2045 Lavigne Lane

Permanent Real Estate Index Number 04-17-300-017

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