



99055768

LANDBANKING RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT made this 13th day of January, 1999, by ASSOCIATED TALMUD TORAHS OF CHICAGO (the "Owner"), the holder of record title to a certain parcel of real estate located in the Village of Northbrook, Cook County, Illinois (the "Village"), commonly known as 3545 West Walters Road, Northbrook, Illinois, which is legally described in Exhibit A attached hereto and, by this reference, made a part hereof (the "Property").

WITNESSETH:

WHEREAS, the Owner has filed an application with the Village of Northbrook for special permits to authorize the construction and operation of a Religious Facility and for landbanking of parking and for a variation to reduce the required number of parking spaces (Docket No. 97-16), all under the Northbrook Zoning Code (1988), as amended; and

WHEREAS, by Ordinance No. 98-53 (the "Special Use Ordinance"), the Village granted Owner a special permit pursuant to Sections 7-105 and 11-602 of the Northbrook Zoning Code to allow landbanking of required parking spaces, subject to certain specified conditions, to reduce the applicable number of off-street parking spaces to be paved on the Property; and

WHEREAS, the Owner desires and intends that the restrictions herein contained 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 without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them;

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

Section 1. Landbanking. Owner shall construct and maintain no less than 32 paved, off-street parking spaces on the Property in accordance with the Site Plan, attached hereto and incorporated herein as Exhibit B; provided, however, that the Village Board of Trustees, in its sole and absolute discretion, may, at any time after the date of this Restrictive Covenant, direct and require that the number of paved, off-street parking spaces on the Property be increased to 39, at the sole cost and expense of Owner, in accordance with, and at the location depicted as "Landbanked Spaces" on, the Site Plan.

Section 2. Open Space. Unless and until the Village Board of Trustees directs and requires Owner to increase the number of paved, off-street parking spaces pursuant to Section 1 above, a portion of the Property, as depicted in the plans attached hereto as Exhibit B, shall be reserved for such future parking use and shall be maintained as a landscaped open space area (the "Landbanked Area") in accordance with the Final Landscaping Plan, attached hereto as Exhibit C and by this reference, made a part hereof; provided, however, that Owner shall have the right to park on the Landbanked Area in the manner provided in, and subject to the conditions set forth in, the Special Use Ordinance.

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Section 3. Maintenance of Landbanked Area.

A. **Owner Maintenance.** Owner shall be solely and exclusively responsible for the maintenance, preservation, restoration, and rehabilitation of the Landbanked Area.

B. **Village Maintenance; Costs; Liens.** The Village, acting through its elected and appointed officials, agents, servants, and employees, is hereby granted the right and license, in the event Owner fails to maintain the Landbanked Area in strict conformance with Exhibits B and C, as applicable, and the ordinances of the Village, to enter onto the Property and to perform such work as may be necessary to maintain, preserve, restore or rehabilitate the Landbanked Area, or any portion thereof. Prior to such entry, the Village shall notify the Owner, at the address shown on the most recent real estate tax bill for the Property, of the need to enter the Property to perform such work. In the event the Village takes any action pursuant to this Section 3, it shall have the right, without the consent of Owner, to charge against the Property an amount sufficient to defray the entire reasonable cost of such action, including administrative costs and reasonable attorneys' fees, either before or after such cost is incurred. If the amount so charged is not paid within thirty days following a written demand by the Village, such charge, together with costs of collection, shall become a lien upon the Property, and the Village shall have the right to collect such charges and to enforce and/or foreclose such lien in the same manner as a mortgage on real 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 property to the Village.

Section 5. Enforcement. 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 actual damages.

Section 6. Payment of Village Costs. Owner shall pay to the Village, upon presentation of a written demand or demands therefore, all reasonable administrative, engineering, and legal fees incurred in connection with the negotiation, preparation, drafting consideration, review, and enforcement of this Restrictive Covenant. If the amount so charged is not paid within thirty days following such written demand by the Village, such charge, together with costs of collection, shall become a lien upon the Property, and the Village shall have the right to collect such charges and to enforce and/or foreclose such lien, in the same manner as a mortgage on real property.

Section 7. Amendment. This Restrictive 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 restrictions hereby imposed shall be restrictions running 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, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them.

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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 Property, or any part thereof, shall be subject to the provisions of this Restrictive Covenant.

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 Restrictive Covenant.

Section 11. Term. The restrictions hereby imposed shall be enforceable for a term of 100 years from the date this Restrictive Covenant is recorded, after which time such Covenant shall be automatically extended for successive periods of ten years unless an instrument amending this declaration shall be recorded and provide for some other duration. If any of the rights or restrictions imposed by this 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.

IN WITNESS WHEREOF, Owner has caused this Restrictive Covenant to be executed and attested and its corporate seal to be affixed by its duly authorized representative on the date first above written.

ASSOCIATED TALMUD TORAHS OF CHICAGO

By: [Signature]

Title: Superintendent

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STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, Earl Miller, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rabbi Harvey Well personally known to me to be Superintendent of Associated Talmud Torahs of Chicago, an Illinois non-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Rabbi Harvey Well, signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 13 day of January, ¹⁹⁹⁹~~1998~~.

Earl Miller
Notary Public

My Commission Expires: 12/17/01



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Exhibit A

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Legal Description of the Property

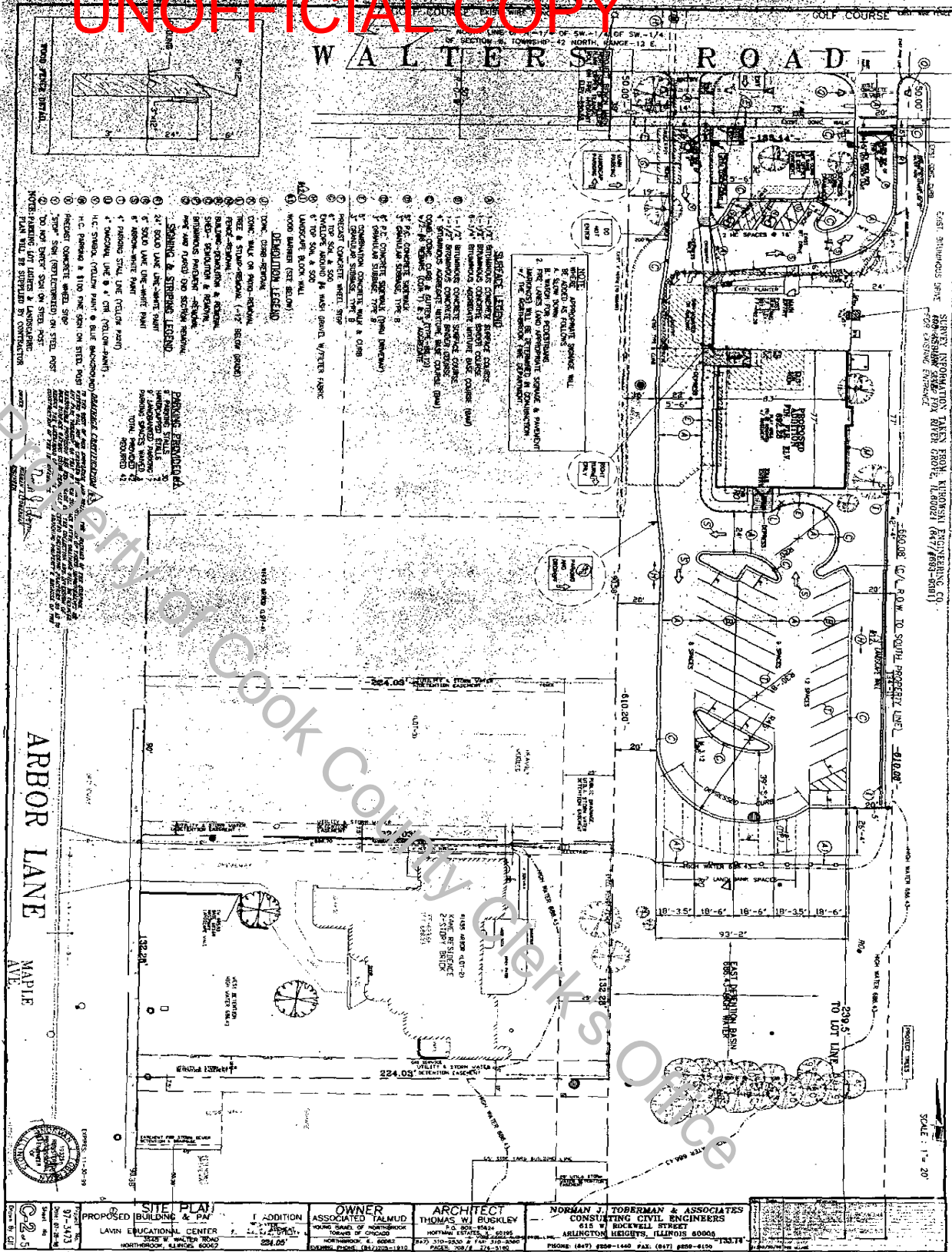
The Easterly 133.14 feet of the Westerly 397.14 feet (except the Northerly 50 feet thereof) of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 3545 Walters, Northbrook, Illinois.
P.I.N. No.: 04-08-302-004

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<p>DATE: 11-18-98 DRAWN BY: [Signature] CHECKED BY: [Signature]</p>	<p>SITE PLAN PROPOSED BUILDING & PARKING LOT LAVIN EDUCATIONAL CENTER 3300 W. WALTERS ROAD NORTHBROOK, ILLINOIS 60062</p>	<p>OWNER ASSOCIATED TALMUD YOUNG BOARD OF NORTHBROOK TOWNSHIP OF CHICAGO NORTHBROOK, IL 60062 PHONE: (847) 208-1100</p>	<p>ARCHITECT THOMAS W. BUCKLEY A.C. 900-9424 NORTHWIND DRIVE # 82195 NORTHBROOK, ILLINOIS 60062 PHONE: (847) 208-2300 FAX: 310-2300 PAGER: 208/7 771-5100</p>	<p>NORMAN J. TOBERMAN & ASSOCIATES CONSULTING CIVIL ENGINEERS 615 W. ROCKWELL STREET ARLINGTON HEIGHTS, ILLINOIS 60005 PHONE: (847) 820-1440 FAX: (847) 820-6100</p>	<p>NOTES:</p> <ol style="list-style-type: none"> 1. SEE PLANS FOR NOTES TO BE PROVIDED. 2. LANDSCAPE CONTRACTOR TO PROVIDE ALL LANDSCAPING MATERIALS AND INSTALLATION. 3. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE CONTRACTOR'S EXPENSE. 4. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE CONTRACTOR'S EXPENSE. 5. ALL UTILITIES TO BE DELETED AND REINSTALLED AT THE CONTRACTOR'S EXPENSE.
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