



00501518

**CERTIFICATION OF  
EXTENSION OF  
RESTRICTIVE  
COVENANTS**

Above Space for Recorder's Use Only

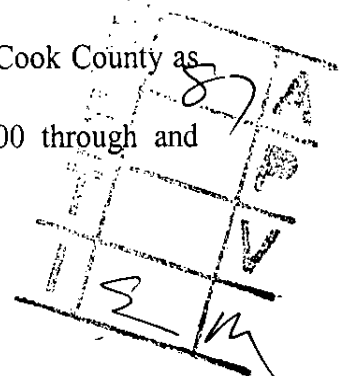
The undersigned certifies as follows:

1. The following properties are affected by the restrictive covenants:
  - (a) Wheeling Center for Industry Unit 1, Lots 1 through 42 inclusive, being a subdivision of the North Half of the Southeast Quarter of Section 14, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County as Document 2883087. PIN numbers include 03-14-405-001-0000 through and including 03-14-405-010-0000; 03-14-405-012-0000 through and including 03-14-405-017-0000; 03-14-405-039-0000; 03-14-405-040-0000; 03-14-404-001-0000 through and including 03-14-404-009-0000; 03-14-404-020-0000 through and including 03-14-404-025-0000; and 03-14-404-063-0000.
  - (b) Wheeling Center for Industry Unit 2, Lots 1 through 32 inclusive, being a subdivision of the North Half of the Southeast Quarter of Section 14, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County as Document 2929945. PIN numbers include 03-14-405-018-0000 through and

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OK BY [Signature]



including 03-14-405-037-0000; 03-14-406-001-0000; and 03-14-404-027-0000 through and including 03-14-404-039-0000.

- (c) Wheeling Center for Industry Unit 3, Lots 1 through 27 and Lots 31 through 40 inclusive, but not including Lots 28 through 30, being a subdivision of the North Half of the Southeast Quarter of Section 14, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County as Document 23875152. PIN numbers include 03-14-404-045-0000 through and including 03-14-404-051-0000; 03-14-404-062-0000; 03-14-404-064-0000; 03-14-406-003-0000; 03-14-406-005-0000 through and including 03-14-406-007-0000; 03-14-406-011-0000 through and including 03-14-406-019-0000; 03-14-406-024-0000; 03-14-406-025-0000 through and including 03-14-406-026-0000.

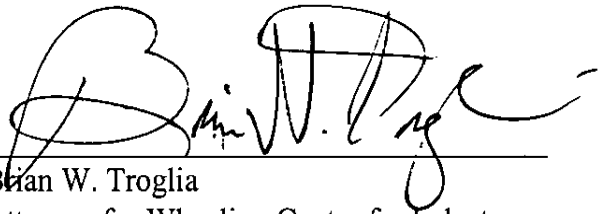
- (d) Wheeling Center for Industry Unit 4, Lots 1 through 22 inclusive, being a subdivision in the Northeast Quarter of Section 14, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County as Document 24434234. PIN numbers include 03-14-206-001-0000 through and including 03-14-206-011-0000; and 03-14-205-004-0000 through and including 03-14-205-014-0000.

2. In recognition of the pending expiration of the restrictive covenants applicable to the above properties, the members of the Land Owners Association for the Wheeling Center for Industry voted to extend the restrictive covenants for an additional twenty years up to

December 31, 2016 (a true and accurate copy of the minutes reflecting the resolution electing to extend the restrictive covenants is attached hereto as Exhibit A).

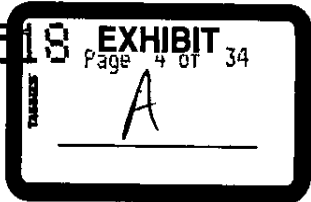
- 3. Accordingly, the restrictive covenants burden the properties listed in A through D above as set forth in the Restrictive Covenants attached hereto as Exhibit B.

IN WITNESS WHEREOF, the undersigned executes this Certification.

  
\_\_\_\_\_  
Brian W. Troglia  
Attorney for Wheeling Center for Industry

**THIS DOCUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

Brian W. Troglia  
Cowen, Crowley, Nord & Staub, P.C.  
55 W. Monroe St.  
Suite 500  
Chicago, IL 60603



**MINUTES OF THE 1996 ANNUAL MEETING  
OF THE MEMBERS OF THE LANDOWNERS ASSOCIATION  
FOR THE WHEELING CENTER FOR INDUSTRY, INC.**

Pursuant to notice, the Annual Meeting of the members of the Landowners Association of Wheeling Center for Industry, Inc., an Illinois not-for-profit corporation, was held on November 21, 1996 at the offices of Tool King, Inc., 275 Larkin Drive, Wheeling, Illinois 60090.

The meeting was called to order at 9:13 a.m. by President Robert Martin. There were 90 votes present, constituting a voting quorum. Members or representatives present were Tom Barton, Steve McFarland, Janet Russo, Bjorn Hestad, Dennis Hill, Karyl Golden, David L, Jerry Foote, Phil Staples, Barbara Marquardt and Clarence Marquardt.

The minutes of the annual meeting of October 26, 1995 were read and duly approved.

President's Report: Bob Martin presented a report on the status of the Association and new business issues.

Treasurer's report: Barbara Marquardt reported on the fiscal year 1995 finances and it was read and duly accepted. Barbara Marquardt then presented a report on the general Association finances and the continued need of annual assessments for the benefit of the Association. Discussions were held regarding expenses and the appropriate amount of the assessment. Based upon the discussions surrounding expenses, it was moved that an annual assessment be put in place. The motion was seconded, a vote was taken, and the motion for establishing an annual assessment was approved.

Protective Covenants: It was discussed that there are protective covenants that apply to each of the four units/developments that comprise the approximately 100 or so acres in the Wheeling Center for Industry. It was further discussed that the protective covenants were scheduled to expire on December 31, 1996. After discussion on the benefits of the protective covenants a motion was made by Bob Martin that each of the 4 restrictive covenants for the four units be extended for an additional 20 years up to December 31, 2016. The motion was seconded, a vote was taken, and the motion to extend the protective covenants was approved.

The Officers of the Landowners Association for the Wheeling Center for Industry were approved as follows:

- President: Bob Martin
- Vice-President: Karyl Golden
- Secretary/Treasurer: Barbara Marquardt

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Directors:

Bob Martin  
Karyl Golden  
Barbara Marquardt  
Bjorn Hestad  
Dennis Hill

The meeting was adjourned at 10:00 a.m.

Respectfully submitted,



Barbara Marquardt  
Secretary/Treasurer

Property of Cook County Clerk's Office

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EXHIBIT

UNIT 1

WHEELING CENTER FOR INDUSTRY PROTECTIVE COVENANTS

WHEELING, ILLINOIS

This declaration made this 2nd day of July, 1976, by C. W. MARQUARDT CO., an Illinois corporation, and RUBEMARY ENTERPRISES, INC., hereinafter called "Owners", are the owners of the property described in Exhibit A, attached hereto and made a part hereof; WITNESSETH:

WHEREAS, said Owners are desirous of subjecting said real estate to the covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for any and all subsequent owners thereof, and shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owners thereof.

NOW, THEREFORE, the Owners hereby declare that the real property described in and referred to in Exhibit A are and shall be held, transferred, sold and occupied subject to the covenants, restrictions, reservations and easements hereinafter set forth.

I. Definition of Terms:

"Lot" shall mean any of the numbered lots shown on a Final Plat of Subdivision as Unit No. 1 which is attached to these covenants as Exhibit A, as such plan may be amended from time to time by the Owners or the numbered lots shown on any revision thereof which may be established and recorded by the Owners.

"Minimum Lot Size": The minimum lot size for development in Unit 1 shall in no event be less than 40,000 square feet in size, and no more than one building shall be permitted on each lot of this size.

"Improvements" shall mean and include all buildings erected in conformance with the requirements of these covenants and provisions of Article 19 of the Zoning Ordinance of the Village of Wheeling including, in addition thereto, all parking area, loading areas, fences, walls, hedges, lawns, mass plantings and structures of any type or kind located above ground.

"Building line or lines" shall mean the minimum distance which any building or structure of any type or kind located above ground shall be set back from the property or street lines in conformance with the requirements of these covenants and the provisions of the Zoning Ordinance of the Village of Wheeling, Illinois.

## II. General Restrictions:

1. No noxious or offensive trade or activity shall be carried on within the area described in Exhibit A nor shall anything be done thereon which may be or become a nuisance to the subject real estate or the owners and occupants thereof by reason of unsightliness or the excessive emission of odors, dust, fumes, smoke, or noise, as such terms are defined in the Zoning Ordinance of the Village of Wheeling, Illinois, as amended and applicable from time to time.

All property owners, lessees or sublessees in the Wheeling Center For Industry shall carefully maintain their property and all structures, buildings and improvements of whatever nature thereon in a safe, clean and wholesome manner and in first class condition and repair at all times. All refuse and rubbish of any character whatsoever must be promptly removed and not allowed to accumulate on any part of the property.

2. Without otherwise limiting the provisions of Paragraph 1. above or any of the other terms and conditions of these restrictions, the buildings or premises, except as otherwise provided in these Restrictive Covenants may be used for any use permitted under the Zoning Ordinance of the Village of Wheeling, Illinois, approved by the Village of Wheeling, as amended and applicable from time to time.

### 3. Setbacks:

All buildings shall meet the setback requirements outlined in the plat of subdivision attached hereto and made a part hereof as Exhibit A, and also shall meet all requirements of the Zoning Ordinance of the Village of Wheeling, as amended and applicable from time to time.



## 4. Landscaping:

No building or structures above ground shall extend beyond the building line as set forth in Section 3 above and under applicable zoning restrictions, and it is thereby declared that the area between the set back line and property lines is to be used for open landscaped and green areas. Said area to be landscaped shall be landscaped and maintained attractively with lawn, trees and shrubs, so as to provide a park-like setting. Parking may be permitted in the front of the building but such parking shall be located between the building and the setback area. All parking areas shall have a minimum structural section of eight inches stone base with a one and one-half inch binder and one inch of surface course of bituminous concrete or its equivalent, and shall be surfaced with asphaltic concrete or some comparable all-weather dustless material. If any such area is to be used for off-street parking or driveways the parking lot and driveways shall be properly graded for drainage. Any landscaped or parking areas shall be properly maintained thereafter in a sightly and well-kept condition.

## 5. Outside Storage Areas:

Outside storage areas shall be fully enclosed as provided for in the Village of Wheeling Zoning Ordinance and building regulations and shall be located at the rear of the building, except Lots 11 and 12 in Unit 2 which may permit outside storage at the side of said buildings subject to the approval of the owners hereof.

## 6. Signs:

No billboard, signs or other advertising devices of any character shall be erected, pasted, posted, painted, displayed or permitted upon any part of any building or lot without the prior written approval of the Owners and the Village of Wheeling. No free standing signs shall be permitted. All signs shall be harmonious with the texture and color of the building to which it is annexed and shall be subject to the approval of the Owners which approval shall not be unreasonably withheld.

## 7. Fences:

No fence, wall, hedge, or mass planting shall be erected, installed, or permitted to remain without the prior written approval of the Owners and the Village of Wheeling, in accordance with paragraph 3 hereof.



#### 8. Approval of Plans:

No building or improvement or alteration or addition of any kind, including landscaping and parking areas (other than interior alterations which shall not affect the exterior appearance of any building or structure) shall be constructed on any portion of the property until and unless plans and specifications for such construction or landscaping shall have been approved in writing by the Owners. In the event the Owners fail to approve or disapprove such plans and specifications within 30 days after they have been submitted, this covenant will be deemed to have been fully complied with. If the construction or alteration of improvements is begun in violation of the terms and conditions of this section 8 and no suit to enjoin the construction or alteration of such improvements has been commenced prior to the completion thereof, this covenant will be deemed to have been fully complied with.

#### 9. Improvements:

All plans pertaining to building design construction, landscaping, signs and subsequent alterations on any part of the property described in Exhibit A are subject to the written approval of the Owners from the viewpoint of achieving an overall compatibility and continuity of architectural design, lot layout, and landscaping.

#### 10. Downspouts:

There shall be no outside downspouts on front or side elevations in connection with any building or improvement erected on the premises. All downspouts shall be connected underground to existing storm water drainage facilities, or if such connections are not permitted, then such downspouts shall flow on splash blocks or paved parking areas, at a point not higher than 3 feet above the ground elevation.

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## 11. Building Construction:

The outside walls of all buildings shall be of masonry construction, its equivalent, or better; there shall be no common brick or common block allowed. Attractive appearance and durability shall be used as criteria by the Owners in judging equivalency. Building construction and design shall be used to create a structure with four (4) equally attractive sides of high quality, rather than place all emphasis on the front elevation of the building while neglecting or downgrading the aesthetic appeal of the side and rear elevations of the building. The foregoing shall not apply in the case of a silo-type building located along the west portion of Unit 2.

## 12. Off Street Loading:

All loading docks facing street frontage shall be so constructed as to adequately enclose any truck or trailer or combination of both within the building proper.

## 13. Utilities:

Utility systems and all parts thereof shall be installed and maintained below the land surface except where otherwise required by the rules and regulations of any utility company or governmental authority, except however, along the west property line adjacent to the east line of the Commonwealth Edison Right of Way in which case, utilities systems and parts thereof may be maintained above ground.

## 14. Abandonment:

Owners may enter upon any premises that have been abandoned for the purpose of performing such maintenance as may be necessary to prevent the exterior of any improvements and ground from deteriorating, becoming unsightly or otherwise detracting from the appearance and general character of the Wheeling Center For Industry. Any expense incurred by Owners hereunder shall be charged against the property abandoned and it shall be the obligation of the owners, lessee or sub-lessee to pay such expense to the Owners upon written demand for payment.

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## 15. Retention Basins' Maintenance and Taxes:

All owners of property in Units 1, 2 and 3 agree to participate in their pro-rata share of the cost of maintenance and taxes of Retention Basin No. 1, located at the Wolf Road extremity of the property, as well as Retention Basin No. 2, which is located at the Western extremity of the property along the Commonwealth Edison Right-of-Way line, in accordance with the following formula:

The total net acres in Units 1, 2 and 3 = 62.06 acres

In arriving at the individual share of the cost, per owner, the following formula is to be applied:

$$\frac{\text{Acres owned}}{62.06} \times 100 = \text{the individual percentage of the share of the cost of taxes and maintenance for Retention Basins 1 and 2.}$$

The above formula is applicable to all of the Owners of Units 1, 2 and 3.

In the event that Unit 4 should be developed into individual lots, rather than being sold as one parcel, then in that event the total net acreage in Unit 4 would amount to 14.13 acres, at which time the formula above referred to would be revised as follows:

The total net acres in Units 1, 2 and 3 = 62.06 acres  
 The total net acres in Unit 4 = 14.13 acres  
The total net acres in the entire development of Units 1, 2, 3, and 4 = 76.19 acres

$$\frac{\text{Acres owned}}{76.19} \times 100 = \text{the individual percentage of the share of the cost of taxes and maintenance for Retention Basins 1, 2, and 3 (Basin 3 being located at the Northwesterly extremity of Unit 4)}$$

## III. Miscellaneous General Provisions:

The failure of the Owners or any other person, corporation or organization to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver by Owners or any such person, corporation or organization, of their rights to thereafter enforce the same for the same or any other violation. Neither Owners nor any other person, corporation or organization shall be liable for damages or otherwise to any owner or owners of land covered by this instrument for failure to enforce any such covenants or restrictions. Any owner of any part of the property described in Exhibit A agrees by so acquiring title to any of such property that he or it will not bring any action or suit to recover for any such damages or otherwise against the Owners or any such other person, corporation or organization so failing to enforce such covenants and restrictions.

If any term or provisions of these Protective Covenants, or the application thereof to any person or circumstance, shall, to any extent be determined by any court to be unenforceable, invalid, or void, then the remainder of these Protective Covenants, or the application of such term or provision to persons or circumstances other than those as to which it has been held to be unenforceable, invalid or void, shall not be affected thereby, and each and every term and provision of these Protective Covenants shall be valid and be enforced to the fullest extent permitted by law. Notwithstanding any provisions contained in these Protective Covenants, these Protective Covenants are not intended to authorize anything which may be prohibited by or contrary to the provisions of the Zoning Ordinance of the Village of Wheeling, as amended and applicable from time to time.

Any of the provisions herein contained may be altered, amended, changed, modified or revoked by a majority of the owners of record of the premises described in Exhibit A. For purpose of determining such majority of said owners of record, there shall be deemed to be only one owner for each lot, as defined in Article I of these Protective Covenants, "Definition of Terms", regardless of the actual number of owners of any such lot; and any

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owner of record who shall own more than one such lot shall be deemed to be an owner separately for each such lot so owned with a number of votes equal to the number of lots so owned. Ownership of a portion of any such lot (less than an entire such lot) shall be counted as a fractional vote (based upon the ratio that the square footage in the portion so owned bears to the total square footage of such). Accordingly, the majority shall be determined by counting one vote for each lot as defined in Article I of these Protective Covenants.

The covenants herein set forth shall run with the land and bind owners, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites and the construction of improvements thereon, provided, however, that no restrictions herein set forth shall be personally binding on any corporation, person or organization, except in respect to breaches committed during their seisin of or title to said land. Owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the covenants and restrictions above set forth, in addition to the ordinary legal action for damages. Violation of these restrictions shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value.

The conditions, covenants and restrictions herein contained shall terminate and be of no further effect after December 31, 1996.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Owners while in form purporting to be the representations, covenants, undertakings and agreements of said Owners are, nevertheless, each and every one of them,

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made and intended not as personal representations, covenants, undertakings and agreements by the Owners or for the purpose or with the intention of binding said Owners personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Owners not in their own right, but solely in the exercise of the powers conferred upon them as such Owners; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Owners in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, C. W. MARQUARDT CO., an Illinois corporation and RUBEMARY ENTERPRISES, INC. have caused these Presents to be signed by their President and attested by their Secretary and have caused their corporate seals to be hereto affixed on and for the act and deed of said corporations, the day and date above written.

C. W. MARQUARDT CO., an Illinois corporation

by *C. W. Marquardt*  
President

Attest:

*Mary M. Farrell*  
Secretary

RUBEMARY ENTERPRISES, INC.

by *C. W. Marquardt, Jr.*  
President

Attest:

*Mary M. Marquardt*  
Secretary







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Lots One (1) through Forty-two (42), both inclusive, in Wheeling Center for Industry, Unit One, being a Subdivision in the North Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section 14, Township 42 North, Range 11; East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on July 22, 1976 as Document Number 2883087.

Property of Cook County Clerk's Office

EXHIBIT A

WHEELING CENTER FOR INDUSTRY PROTECTIVE COVENANTS

WHEELING, ILLINOIS

This declaration made this \_\_\_\_ day of \_\_\_\_\_ 1977, by FIRST BANK OF OAK PARK, as Trustee under Trust Agreement dated June 2, 1967 and known as Trust No. 7999 and the beneficiaries thereunder, and the ESTATE OF CLARENCE W. MARQUARDT, SR., Deceased, hereinafter called "Owners", are the owners of the property described in Exhibit A, attached hereto and made a part hereof; WITNESSETH:

WHEREAS, said Owners are desirous of subjecting said real estate to the covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for any and all subsequent owners thereof, and shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owners thereof.

NOW, THEREFORE, the Owners hereby declare that the real property described in and referred to in Exhibit A are and shall be held, transferred, sold and occupied subject to the covenants, restrictions, reservations and easements hereinafter set forth.

I. Definition of Terms:

"Lot" shall mean any of the numbered lots shown on a Final Plat of Subdivision as Unit No. 2 and No. 3, which is attached to these covenants as Exhibit A, as such plan may be amended from time to time by the Owners or the numbered lots shown on any revision thereof which may be established and recorded by the Owners.

"Minimum Lot Size": The minimum lot size for development in Units 2 and 3, shall in no event be less than 40,000 square feet in size, and no more than one building shall be permitted on each lot of this size.

"Improvements" shall mean and include all buildings erected in conformance with the requirements of these covenants and provisions of Article 19 of the Zoning Ordinance of the Village of Wheeling including, in addition thereto, all parking area, loading areas, fences, walls, hedges, lawns, mass plantings and structure of any type or kind located above ground.

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"Building line or lines" shall mean the minimum distance which any building or structure of any type or kind located above ground shall be set back from the property or street lines in conformance with the requirements of these covenants and the provisions of the Zoning Ordinance of the Village of Wheeling, Illinois.

## II. General Restrictions :

1. No noxious or offensive trade or activity shall be carried on within the area described in Exhibit A nor shall anything be done thereon which may be or become a nuisance to the subject real estate or the owners and occupants thereof by reason of unsightliness or the excessive emission of odors, dust, fumes, smoke, or noise, as such terms are defined in the Zoning Ordinance of the Village of Wheeling, Illinois, as amended and applicable from time to time.

All property owners, lessees or sublessees in the Wheeling Center For Industry shall carefully maintain their property and all structures, buildings and improvements of whatever nature thereon in a safe, clean and wholesome manner and in first class condition and repair at all times. All refuse and rubbish of any character whatsoever must be promptly removed and not allowed to accumulate on any part of the property.

2. Without otherwise limiting the provisions of Paragraph 1 above or any of the other terms and conditions of these restrictions, the buildings or premises, except as otherwise provided in these Restrictive Covenants may be used for any use permitted under the Zoning Ordinance of the Village of Wheeling, Illinois, approved by the Village of Wheeling, as amended and applicable from time to time.

### 3. Setbacks :

All buildings shall meet the setback requirements outlined in the plat of subdivision attached hereto and made a part hereof as Exhibit A, and also shall meet all requirements of the Zoning Ordinance of the Village of Wheeling, as amended and applicable from time to time.

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## 4. Landscaping:

No building or structures above ground shall extend beyond the building line as set forth in Section 3 above and under applicable zoning restrictions, and it is thereby declared that the area between the set back line and property lines is to be used for open landscaped and green areas. Said area to be landscaped shall be landscaped and maintained attractively with lawn, trees and shrubs, so as to provide a park-like setting. Parking may be permitted in the front of the building but such parking shall be located between the building and the setback area. All parking areas shall have compacted macadam base and shall be surfaced with asphaltic concrete or some comparable all-weather dustless material. If any such area is to be used for off-street parking or driveways the parking lot and driveways shall be properly graded for drainage. Any landscaped or parking areas shall be properly maintained thereafter in a sightly and well-kept condition.

## 5. Outside Storage Areas:

Outside storage areas shall be fully enclosed as provided for in the Village of Wheeling Zoning Ordinance and building regulations and shall be located at the rear of the building, except Lots 11 and 12 in Unit 2 which may permit outside storage at the side of said buildings subject to the approval of the owners hereof.

## 6. Signs:

No billboard, signs or other advertising devices of any character shall be erected, pasted, posted, painted, displayed or permitted upon any part of any building or lot without the prior written approval of the Owners and the Village of Wheeling. No free standing signs shall be permitted. All signs shall be harmonious with the texture and color of the building to which it is annexed and shall be subject to the approval of the Owners which approval shall not be unreasonably withheld.

## 7. Fences:

No fence, wall, hedge, or mass planting shall be erected, installed, or permitted to remain without the prior written approval of the Owners and the Village of Wheeling, in accordance with paragraph 3 hereof.

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## 8. Approval of Plans:

No building or improvement or alteration or addition of any kind, including landscaping and parking areas (other than interior alterations which shall not affect the exterior appearance of any building or structure) shall be constructed on any portion of the property until and unless plans and specifications for such construction or landscaping shall have been approved in writing by the Owners. In the event the Owners fail to approve or disapprove such plans and specifications within 30 days after they have been submitted, this covenant will be deemed to have been fully complied with. If the construction or alteration of improvements is begun in violation of the terms and conditions of this Section 8 and no suit to enjoin the construction or alteration of such improvements has been commenced prior to the completion thereof, this covenant will be deemed to have been fully complied with.

## 9. Improvements:

All plans pertaining to building design construction, landscaping, signs and subsequent alterations on any part of the property described in Exhibit A are subject to the written approval of the Owners from the viewpoint of achieving an overall compatibility and continuity of architectural design, lot layout, and landscaping.

## 10. Downspouts:

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14. Abandonment:

Owners may enter upon any premises that have been abandoned for the purpose of performing such maintenance as may be necessary to prevent the exterior of any improvements and ground from deteriorating, becoming unsightly or otherwise detracting from the appearance and general character of the Wheeling Center For Industry. Any expense incurred by Owners hereunder shall be charged against the property abandoned and it shall be the obligation of the owners, lessee or sub-lessee to pay such expense to the Owners upon written demand for payment.

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## 15. Retention Basins' Maintenance and Taxes:

All owners of property in Units 1, 2 and 3 agree to participate in their pro-rata share of the cost of maintenance and taxes of Retention Basin No. 1, located at the Wolf Road extremity of the property, as well as Retention Basin No. 2, which is located at the Western extremity of the property along the Commonwealth Edison Right-of-Way line, in accordance with the following formula:

The total net acres in Units 1, 2 and 3 = 62.06 acres

In arriving at the individual share of the cost, per owner, the following formula is to be applied:

$$\frac{\text{Acres owned}}{62.06} \times 100 = \text{the individual percentage of the share of the cost of taxes and maintenance for Retention Basins 1 and 2.}$$

The above formula is applicable to all of the Owners of Units 1, 2 and 3.

In the event that Unit 4 should be developed into individual lots, rather than being sold as one parcel, then in that event the total net acreage in Unit 4 would amount to 14.13 acres, at which time the formula above referred to would be revised as follows:

The total net acres in Units 1, 2 and 3 = 62.06 acres  
 The total net acres in Unit 4 = 14.13 acres  
The total net acres in the entire development of Units 1, 2, 3, and 4 = 76.19 acres

$$\frac{\text{Acres owned}}{76.19} \times 100 = \text{the individual percentage of the share of the cost of taxes and maintenance for Retention Basins 1, 2, and 3 (Basin 3 being located at the Northwesterly extremity of Unit 4)}$$



## III. Miscellaneous General Provisions:

The failure of the Owners or any other person, corporation or organization to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver by Owners or any such person, corporation or organization, of their rights to thereafter enforce the same for the same or any other violation. Neither Owners nor any other person, corporation or organization shall be liable for damages or otherwise to any owner or owners of land covered by this instrument for failure to enforce any such covenants or restrictions. Any owner of any part of the property described in Exhibit A agrees by so acquiring title to any of such property that he or it will not bring any action or suit to recover for any such damages or otherwise against the Owners or any such other person, corporation or organization so failing to enforce such covenants and restrictions.

If any term or provisions of these Protective Covenants, or the application thereof to any person or circumstance, shall, to any extent be determined by any court to be unenforceable, invalid, or void, then the remainder of these Protective Covenants, or the application of such term or provision to persons or circumstances other than those as to which it has been held to be unenforceable, invalid or void, shall not be affected thereby, and each and every term and provision of these Protective Covenants shall be valid and be enforced to the fullest extent permitted by law. Notwithstanding any provisions contained in these Protective Covenants, these Protective Covenants are not intended to authorize anything which may be prohibited by or contrary to the provisions of the Zoning Ordinance of the Village of Wheeling, as amended and applicable from time to time.

Any of the provisions herein contained may be altered, amended, changed, modified or revoked by a majority of the owners of record of the premises described in Exhibit A. For purpose of determining such majority of said owners of record, there shall be deemed to be only one owner for each lot, as defined in Article I of these Protective Covenants, "Definition of Terms", regardless of the actual number of owners of any such lot; and any

owner of record who shall own more than one such lot shall be deemed to be an owner separately for each such lot so owned with a number of votes equal to the number of lots so owned. Ownership of a portion of any such lot (less than an entire such lot) shall be counted as a fractional vote (based upon the ratio that the square footage in the portion so owned bears to the total square footage of such). Accordingly, the majority shall be determined by counting one vote for each lot as defined in Article I of these Protective Covenants.

The covenants herein set forth shall run with the land and bind Owners, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites and the construction of improvements thereon, provided, however, that no restrictions herein set forth shall be personally binding on any corporation, person or organization, except in respect to breaches committed during their seisin of or title to said land. Owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the covenants and restrictions above set forth, in addition to the ordinary legal action for damages. Violation of these restrictions shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value.

The conditions, covenants and restrictions herein contained shall terminate and be of no further effect after December 31, 1996.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Owners while in form purporting to be the representations, covenants, undertakings and agreements of said Owners are, nevertheless, each and every one of them,

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made and intended not as personal representations, covenants, undertakings and agreements by the Owners or for the purpose or with the intention of binding said Owners personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Owners not in their own right, but solely in the exercise of the powers conferred upon it as such Owners; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Owners, in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, FIRST BANK OF OAK PARK, As Trustee under Trust Agreement dated June 2nd, 1967 and known as Trust Number 7999, and the beneficiaries thereunder, have caused these Presents to be signed by their Vice President and the ESTATE OF CLARENCE W. MARQUARDT, SR., Deceased has caused these Presents to be signed by CLARENCE W. MARQUARDT, JR. and ROBERT L. MARQUARDT, Co-Executors, the day and date above written.

FIRST BANK OF OAK PARK, As  
Trustee under Trust Agreement  
dated June 2nd, 1967 and known  
as Trust Number 7999

by \_\_\_\_\_  
Vice President

ESTATE OF CLARENCE W. MARQUARDT, SR.,  
Deceased

by \_\_\_\_\_  
Clarence W. Marquardt, Jr.

and \_\_\_\_\_  
Robert L. Marquardt  
Co-Executors.

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WHEELING CENTER FOR INDUSTRY PROTECTIVE COVENANTS

WHEELING, ILLINOIS

This declaration made this 19<sup>th</sup> day of April 1978, by CLARENCE W. MARQUARDT, JR. and ROBERT L. MARQUARDT, CO-EXECUTORS OF THE ESTATE OF CLARENCE W. MARQUARDT, SR., DECEASED hereinafter called "Owners" are the owners of the property described in Exhibit A, attached hereto and made a part hereof; WITNESSETH:

WHEREAS, said Owners are desirous of subjecting said real estate to the covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for any and all subsequent owners thereof, and shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owners thereof.

NOW, THEREFORE, the Owners hereby declare that the real property described in and referred to in Exhibit B is and shall be held, transferred, sold and occupied subject to the covenants, restrictions, reservations and easements hereinafter set forth.

#### I. Definition of Terms:

"Lot" shall mean any of the numbered lots shown on a Final Plat of Subdivision as Unit No. 4, which is attached to these covenants as Exhibit A, as such plan may be amended from time to time by the Owners or the numbered lots shown on any revision thereof which may be established and recorded by the Owners.

"Minimum Lot Size": The minimum lot size for development in Unit 4 shall in no event be less than 40,000 square feet in size, and no more than one building shall be permitted on each lot of this size.

"Improvements" shall mean and include all buildings erected in conformance with the requirements of these covenants and provisions of Article 19 of the Zoning Ordinance of the Village of Wheeling including, in addition thereto, all parking area, loading areas, fences, walls, hedges, lawns, mass plantings and structure of any type or kind located above ground.



"Building line or lines" shall mean the minimum distance which any building or structure of any type or kind located above ground shall be set back from the property or street lines in conformance with the requirements of these covenants and the provisions of the Zoning Ordinance of the Village of Wheeling, Illinois.

## II. General Restrictions:

1. No noxious or offensive trade or activity shall be carried on within the area described in Exhibit A nor shall anything be done thereon which may be or become a nuisance to the subject real estate or the owners and occupants thereof by reason of unsightliness or the excessive emission of odors, dust, fumes, smoke, or noise, as such terms are defined in the Zoning Ordinance of the Village of Wheeling, Illinois, as amended and applicable from time to time.

All property owners, lessees or sublessees in the Wheeling Center For Industry shall carefully maintain their property and all structures, buildings and improvements of whatever nature thereon in a safe, clean and wholesome manner and in first class condition and repair at all times. All refuse and rubbish of any character whatsoever must be promptly removed and not allowed to accumulate on any part of the property.

2. Without otherwise limiting the provisions of Paragraph 1. above or any of the other terms and conditions of these restrictions, the buildings or premises, except as otherwise provided in these Restrictive Covenants may be used for any use permitted under the Zoning Ordinance of the Village of Wheeling, Illinois, approved by the Village of Wheeling, as amended and applicable from time to time.

### 3. Setbacks:

All buildings shall meet the setback requirements outlined in the plat of subdivision attached hereto and made a part hereof as Exhibit A, and also shall meet all requirements of the Zoning Ordinance of the Village of Wheeling, as amended and applicable from time to time.

## 8. Approval of Plans:

No building or improvement or alteration or addition of any kind, including landscaping and parking areas (other than interior alterations which shall not affect the exterior appearance of any building or structure) shall be constructed on any portion of the property until and unless plans and specifications for such construction or landscaping shall have been approved in writing by the Owners. In the event the Owners fail to approve or disapprove such plans and specifications within 30 days after they have been submitted, this covenant will be deemed to have been fully complied with. If the construction or alteration of improvements is begun in violation of the terms and conditions of this Section 8 and no suit to enjoin the construction or alteration of such improvements has been commenced prior to the completion thereof, this covenant will be deemed to have been fully complied with. ✓

## 9. Improvements:

All plans pertaining to building design construction, landscaping, signs and subsequent alterations on any part of the property described in Exhibit B are subject to the written approval of the Owners from the viewpoint of achieving an overall compatibility and continuity of architectural design, lot layout, and landscaping. ✓

## 10. Downspouts:

There shall be no outside downspouts on front or side elevations in connection with any building or improvement erected on the premises. All downspouts shall be connected underground to existing storm water drainage facilities, or if such connections are not permitted, then such downspouts shall flow on splash blocks or paved parking areas, at a point not higher than 3 feet above the ground elevation. ✓

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## 15. Retention Basins' Maintenance and Taxes:

All owners of property in Units 1, 2 and 3 agree to participate in their pro-rata share of the cost of maintenance and taxes of Retention Basin No. 1, located at the Wolf Road extremity of the property, as well as Retention Basin No. 2, which is located at the Western extremity of the property along the Commonwealth Edison Right-of-Way line, in accordance with the following formula:

The total net acres in Units 1, 2 and 3 = 62.06 acres

In arriving at the individual share of the cost, per owner, the following formula is to be applied:

$$\frac{\text{Acres owned}}{62.06} \times 100 = \text{the individual percentage of the share of the cost of taxes and maintenance for Retention Basins 1 and 2.}$$

The above formula is applicable to all of the Owners of Units 1, 2 and 3.

In the event that Unit 4 should be developed into individual lots, rather than being sold as one parcel, then in that event the total net acreage in Unit 4 would amount to 14.13 acres, at which time the formula above referred to would be revised as follows:

The total net acres in Units 1, 2 and 3 = 62.06 acres  
The total net acres in Unit 4 = 14.13 acres  
The total net acres in the entire development of Units 1, 2, 3, and 4 = 76.19 acres

$$\frac{\text{Acres owned}}{76.19} \times 100 = \text{the individual percentage of the share of the cost of taxes and maintenance for Retention Basins 1, 2, and 3 (Basin 3 being located at the Northwesterly extremity of Unit 4)}$$



## III. Miscellaneous General Provisions:

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The failure of the Owners or any other person, corporation or organization to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver by Owners or any such person, corporation or organization, of their rights to thereafter enforce the same for the same or any other violation. Neither Owners nor any other person, corporation or organization shall be liable for damages or otherwise to any owner or owners of land covered by this instrument for failure to enforce any such covenants or restrictions. Any owner of any part of the property described in Exhibit B agrees by so acquiring title to any of such property that he or it will not bring any action or suit to recover for any such damages or otherwise against the Owners or any such other person, corporation or organization so failing to enforce such covenants and restrictions.

If any term or provisions of these Protective Covenants, or the application thereof to any person or circumstance, shall, to any extent be determined by any court to be unenforceable, invalid, or void, then the remainder of these Protective Covenants, or the application of such term or provision to persons or circumstances other than those as to which it has been sold held to be unenforceable, invalid or void, shall not be affected thereby, and each and every term and provision of these Protective Covenants shall be valid and be enforced to the fullest extent permitted by law. Notwithstanding, any provisions contained in these Protective Covenants, these Protective Covenants are not intended to authorize anything which may be prohibited by or contrary to the provisions of the Zoning Ordinance of the Village of Wheeling, as amended and applicable from time to time.

Any of the provisions herein contained may be altered, amended, changed, modified or revoked by a majority of the owners of record of the premises described in Exhibit B. For purpose of determining such majority of said owners of record, there shall be deemed to be only one owner for each lot, as defined in Article I of these Protective Covenants, "Definition of Terms", regardless of the actual number of owners of any such lot; and any

owner of record who shall own more than one such lot shall be deemed to be an owner separately for each such lot so owned with a number of votes equal to the number of lots so owned. Ownership of a portion of any such lot (less than an entire such lot) shall be counted as a fractional vote (based upon the ratio that the square footage in the portion so owned bears to the total square footage of such). Accordingly, the majority shall be determined by counting one vote for each lot as defined in Article I of these Protective Covenants.

The covenants herein set forth shall run with the land and bind Owners, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites and the construction of improvements thereon, provided, however, that no restrictions herein set forth shall be personally binding on any corporation, person or organization, except in respect to breaches committed during their seisin of or title to said land. Owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the covenants and restrictions above set forth, in addition to the ordinary legal action for damages. Violation of these restrictions shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value.

The conditions, covenants and restrictions herein contained shall terminate and be of no further effect after December 31, 1996.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Owners while in form purporting to be the representations, covenants, undertakings and agreements of said Owners are, nevertheless, each and every one of them,

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made and intended not as personal representations, covenants, undertakings and agreements by the Owners or for the purpose or with the intention of binding said Owners personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Owners not in their own right, but solely in the exercise of the powers conferred upon it as such Owners; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against any of the beneficiaries of the Estate, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Owners, in this instrument contained, either expressly waived and released.

IN WITNESS WHEREOF, ESTATE OF CLARENCE W. MARQUARDT, SR., DECEASED has caused these Presents to be signed by CLARENCE W. MARQUARDT, JR. And ROBERT L. MARQUARDT, CO-EXECUTORS, the day and date above written.

ESTATE OF CLARENCE W. MARQUARDT, SR.  
DECEASED

by Clarence W. Marquardt, Jr.  
CLARENCE W. MARQUARDT, JR.

and Robert L. Marquardt  
ROBERT L. MARQUARDT  
Co-Executors.

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EXHIBIT B

Lots One (1) to Twenty-two (22), both inclusive,  
in Wheeling Center for Industry Unit Four,  
being a Subdivision in the Northeast Quarter  
of Section 14, Township 42 North, Range 11, East  
of the Third Principal Meridian, in Cook County,  
Illinois.

Property of Cook County Clerk's Office

