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CERTIFICATE

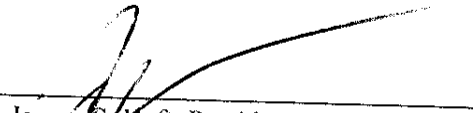
The undersigned, not personally, but solely in his capacity as President of the Winnetka-Forestview Home Owners' Association, an Illinois not-for-profit corporation, and acting pursuant to a resolution of the Board of Directors of the Winnetka-Forestview Home Owners' Association, does hereby certify that the document attached hereto is a true, correct and complete copy of the Declaration made and entered into by Forestview Co. on May 10, 1954, originally recorded with the Recorder of Deeds of Cook County as Document Number 15921045 on June 1, 1954, as amended by document recorded April 27, 1960 as Document Number 178400049 ("Declaration"), with respect to all of the lots described in Exhibit A attached hereto and incorporated herein.

Doc#: 0832418061 Fee: \$60.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 11/19/2008 03:31 PM Pg: 1 of 13

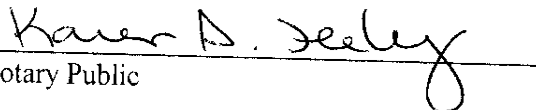
The attached copy of the Declaration is being re-recorded to provide public access to a legible copy thereof.

Dated: November 12, 2008

WINNETKA FORESTVIEW
HOME OWNERS' ASSOCIATION
an Illinois not-for-profit corporation

By: 
James G. Haft, President

SUBSCRIBED AND SWORN TO BEFORE
me this 12th day of November, 2008.


Notary Public



This Document Prepared By and
After Recording, Return To:
James G. Haft
Holland & Knight LLP
131 South Dearborn Street
30th Floor
Chicago, Illinois 60603

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EXHIBIT A LEGAL DESCRIPTION

Lots 1 to 36, inclusive, in Forestview Resubdivision of Lots 1 to 12, inclusive; and Lots 14 to 17, inclusive, together with vacated Forestview Road in Forestview, being a Resubdivision of Blocks 1, 2, 3, 7 and 8, together with vacated streets and alleys in and adjoining said Blocks in Anderson's Addition to Glencoe, being a Subdivision of the North East quarter (NE1/4) of the South West quarter (SW1/4) of Section 18, Township 42 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded October 21, 1953, as Document 15749741, in Cook County, Illinois.

Tax I.D. Numbers 05-18-308-001 through 05-18-308-008, inclusive
 05-18-308-019 through 05-18-308-046, inclusive

Property of Cook County Clerk's Office

COPY**UNOFFICIAL COPY**

THIS DECLARATION, Made and entered into by FORESTVIEW CO., an Illinois corporation, this 10th day of May, A. D. 1954.

W I T N E S S E T H T H A T :

WHEREAS, FORESTVIEW CO., is the owner of the following described real estate, situated in the Village of Winnetka, County of Cook and State of Illinois, viz:

Lots 1 to 36, inclusive, in Forestview Resub-division of Lots 1 to 12, inclusive; and Lots 14 to 17, inclusive, together with vacated Forestview Road in Forestview, being a Resub-division of Blocks 1, 2, 3, 7 and 8, together with vacated streets and alleys in and adjoining said Blocks in Anderson's Addition to Glencoe, being a Subdivision of the North East quarter (NE $\frac{1}{4}$) of the South West quarter (SW $\frac{1}{4}$) of Section 18, Township 42 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded October 21, 1953, as document 15749741,

all of which real estate is hereinafter for convenience referred to as "Forestview"; and

WHEREAS, FORESTVIEW CO. desires to establish, for its own benefit and for the benefit of all future owners or occupants of all or any part of Forestview, certain easements and rights in, over and to Forestview, and certain restrictions with respect to the use thereof;

NOW, THEREFORE, FORESTVIEW CO., as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1: No buildings, other than a single family dwelling house and attached garage for private use,

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conforming architecturally to the residence, shall be erected upon any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a single family dwelling house, nor any attached garage for other than private use.

A porch or porches, conforming architecturally to the residence, may be constructed after plans have been submitted to and approval given by FORESTVIEW CO.

No alterations shall be made in the location, height or exterior design or color of any structure erected, permitted or maintained upon any building site after once established, unless written approval of such alteration shall first have been obtained from FORESTVIEW CO. No addition to any residence or attached garage shall be erected or maintained upon any building site after once established unless written approval of such addition shall first have been obtained from FORESTVIEW CO.

No fence, wall or hedge shall be erected, permitted or maintained upon any building site, nor shall the landscaping in front of any home be changed, unless written approval has been obtained from FORESTVIEW CO., complete plans and specifications therefor, showing the nature, kind, shape, height, constructions, materials and color scheme of any such fence or wall, as well as the location of such alteration, addition, fence, wall or hedge on the building site, or change in landscaping, have been approved by FORESTVIEW CO., and a copy of such plans and specifications and block plan and grading plan, if requested, have been deposited with FORESTVIEW CO., as a permanent record.

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Section 2: No building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Forestview over or upon which easements for the installation and maintenance of public utilities, storm sewers and water mains have been granted, or which may be granted prior to the erection of any building.

Section 3: The right is hereby given to any public utility company to go upon the property from time to time to install and maintain its equipment, and the further right to trim trees or shrubbery which may interfere with the successful operation of its equipment.

Section 4: No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale" signs or other window displays or advertising be maintained or permitted on any part of said lots or any structure erected thereon, without first obtaining the written consent of FORESTVIEW. The right is reserved by FORESTVIEW CO., during the duration of the development, to erect a small structure and place signs on any unsold lots or improvements thereon.

Section 5: Other than household pets, such as domestic cats and dogs, no animals, including rabbits, nor any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. FORESTVIEW CO., reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of such domestic cats and dogs calculated

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not to become, and not becoming, a nuisance to the owners or inhabitants of Forestview.

Section 6: No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than seven (7) feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays and legal holidays.

Section 7: All rubbish and debris, combustible or non-combustible, and all garbage shall be stored and disposed of in accordance with regulations, if any, established therefor by FORESTVIEW CO.

Section 8: No driveway leading from the street to any private garage shall be re-located unless plans and specifications therefor have been submitted to and approved by FORESTVIEW CO.

Section 9: No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of FORESTVIEW CO.

Section 10: In all instances where plans and specifications are required to be submitted to and are approved by FORESTVIEW CO., if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or driveway, any such variance shall be deemed a violation of these restrictions.

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ARTICLE TWO

Section 1: Upon the completion and sale of not less than eighteen (18) residences in said Forestview, FORESTVIEW CO., may cause to be incorporated a non-profit corporation under the laws of the State of Illinois, to be known as the "Forestview Property Owners' Association", or a name similar thereto, and upon the formation of such association, every owner of a lot in Forestview, or a re-subdivision of any part thereof (meaning a full building site), shall become a member therein and each such owner, including FORESTVIEW CO., shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

Section 2: The Association, by vote of two-thirds (2/3rds) of its members, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of residents on said property, and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3: FORESTVIEW CO., in its discretion, may, by an instrument in writing in the nature of an assignment, vest the Association, if and when formed, with the rights, privileges and powers herein retained by the said FORESTVIEW CO., which said assignment shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

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ARTICLE THREE

Section 1: Each grantee of FORESTVIEW CO., by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, liens, and charges, and the jurisdiction, rights and powers of FORESTVIEW CO. and the Association, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give FORESTVIEW CO., or its successors or assigns, or the Association, the right: (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing or condition that may exist thereupon contrary to the intent and meaning of the provisions hereof, and FORESTVIEW CO., or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either at law or in equity, by FORESTVIEW CO., its successors or assigns, or by the Association.

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Section 2: All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns, shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

Section 3: No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 4: The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provisions, shall not impair or affect in any matter the validity, enforceability or effect of the rest of this Declaration.

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Section 5: A violation of any of the rules and regulations adopted by FORESTVIEW CO., or by any successors or assigns acquiring the rights and prerogatives of FORESTVIEW CO., shall be deemed a violation of this Declaration and may be enjoined as herein provided.

The rights and prerogatives herein retained by FORESTVIEW CO., shall be assignable to, and shall inure to the benefit of, its successors and assigns.

IN WITNESS WHEREOF, FORESTVIEW CO., has caused this Declaration to be signed by its President and attested by its Assistant Secretary, and has caused its corporate seal to be hereunto affixed, all on the day and year first above written.

FORESTVIEW CO.

BY _____
President

ATTEST:

Asst. Secretary

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STATE OF ILLINOIS)
COUNTY OF C O O K) SS:

I, MARIE B. LEE, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that THEODORE H. BUENGER, President of FORESTVIEW CO., and BERNARD PEREL, Assistant Secretary of said Corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed, and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth, and the said BERNARD PEREL, Assistant Secretary of said Corporation, did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, affixed the said corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this
10th day of May, D. D. 1954.

Notary Public

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ASSIGNMENT

FORESTVIEW CO., an Illinois corporation, as the owner of the following described real estate, situated in the Village of Winnetka, County of Cook, and State of Illinois, viz:

Lots 1 to 36, inclusive, in Forestview Resubdivision of Lots 1 to 12, inclusive, and Lots 14 to 17, inclusive, together with vacated Forestview Road in Forestview, being a Resubdivision of Blocks 1, 2, 3, 7 and 8, together with vacated streets and alleys in and adjoining said blocks in Anderson's Addition to Glencoe, being a Subdivision of the North East quarter (NE $\frac{1}{4}$) of the South West quarter (SW $\frac{1}{4}$) of Section 18, Township 42 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded October 21, 1953, as document 15749741,

did establish for its own benefit and for the benefit of all future owners or occupants of all or any part of the property hereinabove described, by a Declaration dated May 10, 1954, and recorded in the office of the Recorder of Deeds of Cook County, Illinois, as document 15921045, certain easements and rights in, over and to said property and certain restrictions with respect to the use thereof: and

WHEREAS, Section 1 of Article Two of said Declaration provides for the incorporation of a Not for Profit Corporation under the laws of the State of Illinois upon the completion and sale of not less than eighteen (18) residences in said above described property; and

WHEREAS, more than eighteen (18) residences in said above described property have been completed and sold and that a Not for Profit Corporation has been organiz-

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under the laws of the State of Illinois under the name
WINNETKA-FORESTVIEW HOME OWNERS' ASSOCIATION; and

WHEREAS, Section 3 of Article Two of said Declaration provides as follows:

"FORESTVIEW CO., in its discretion, may, by an instrument in writing in the nature of an assignment, vest the Association, if and when formed, with the rights, privileges and powers herein retained by the said FORESTVIEW CO., which said assignment shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois."

NOW, THEREFORE, in consideration of WINNETKA-FORESTVIEW HOME OWNERS' ASSOCIATION, a Not for Profit Corporation organized and existing under the laws of the State of Illinois, undertaking to carry out the intent of the Declaration hereinabove referred to, FORESTVIEW CO. hereby assigns and sets over unto the said WINNETKA-FORESTVIEW HOME OWNERS' ASSOCIATION all of its powers and rights under said Declaration and all its prerogatives, powers and rights in the enforcement of the provisions contained in the said Declaration, and said assignee shall have the right, in its own name, to take such action as may be necessary to enforce all the rules and regulations in said Declaration contained, with the same force and effect as the assignor in its own name could have done.

IN WITNESS WHEREOF, FORESTVIEW CO., has caused this instrument to be signed by its President and attested by its Secretary, and has caused its corporate seal to be hereunto affixed, all on the 14th day of April, A. D. 1980.

FORESTVIEW CO.

By

Thomas H. Berger
President

ATTEST:

[Signature]
Secretary

MAN

17840019

Handwritten notes:
See 1st and 2nd
to the Recorder's
Office - 9/21/04

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