THIS FORM OF DOCUMENT HAS BEEN PREPARED BY, AND AFTER RECORDATION SHOULD BE RETURNED TO:

95158121

Arnstein & Lehr
120 South Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Attn: David M. Bendoff

Box 318

DEPT-11 RECORD TOR $216.00
T:0013 TRAN 2240 03/09/95 09:58:00
14692 : AP *-95-158121
COOK COUNTY RECORDER

Affects property on Cert. 1058833, 1258800, 1347996, 1518270, 1541891, 1145202
Dep 3-9-95

SECOND AMENDMENT TO
THE DECLARATION OF COVENANTS FOR
WESTERFIELD SQ.

This document is recorded for the purpose of amending the Declaration of Covenants (hereafter the "Declaration") for Westerfield Sq. (hereafter the "Association"), which Declaration was recorded on March 21, 1966, as Document No. 19771628 in the Office of the Recorder of Deeds of Cook County, Illinois, and registered in the Office of the Registrar of Titles of Cook County on March 21, 1966 as Document No. 2261568 and covers the property (hereafter the "Project") legally described in Exhibit "A," which is attached hereto and made a part thereof.

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This amendment is adopted pursuant to the provisions of Article XIII, Paragraph 46 of the aforesaid Declaration. Said provision provides that after the sale of all of the townhouse lots in the Project, the Declaration may be changed or modified upon the written consent of two-thirds of the Owners.

RECITALS

WHEREAS, by the Declaration recorded in the Office of the Recorder of Deeds and Registrar of Titles of Cook County, Illinois, the Project has been submitted to the provisions of the Act; and

WHEREAS, the Board and the Owners desire to amend the Declaration; and

WHEREAS, two-thirds of the Owners have provided written consent to this amendment in compliance with Article XIII, Paragraph 46 of the Declaration.

21600
22P.

NOW THEREFORE, the Declaration of Covenants for Westerfield Sq. is hereby amended in accordance with the text which follows (additions in text are indicated by underline; deletions by ~~strike-outs~~):

Definitions

For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

Townhouse Lot: A lot shown on the Plat designated by a number and a letter, being that portion of the subdivision conveyed to an Owner, on which is constructed a unit, and including the rear yard and patio.

Project: The entire real estate described as Westerfield Sq. and the eight buildings (together with garages) to be constructed thereon.

Building: Consists of a four or six dwelling unit in the subdivision.

Plat: Plat of Westerfield Sq. resubdivision recorded as Document No. 19722379 and filed as Document No. 2253372 in Cook County, Illinois.

Unit: A one-family dwelling in one of the buildings, together with a garage, in the subdivision.

Owner: Any purchaser of a unit (either by deed, or contract), or beneficiary of a trust holding legal title to a unit. Where title to a unit is conveyed to more than one person, or there is more than one beneficiary of a land

trust holding title to a unit, such persons are collectively known as an "~~o~~Owner".

Occupant: Person or persons, other than an ~~o~~Owner, in possession of a unit.

Party Wall: A common wall, both interior and exterior, located on a Townhouse Lot Line which separates one dwelling unit from adjacent unit or units.

Parking Area: Area reserved for short-term parking of private non-commercial automobiles of ~~o~~Owners and ~~o~~Occupants, or their invitees.

Board: Board of Directors of Westerfield Sq. Property Owners' Association, an Illinois not-for-profit corporation.

Association: Westerfield Sq. Property Owners' Association, an Illinois not-for-profit corporation.

Management Agents:

Any person, company, or corporation appointed or employed by the Association to perform management services.

Directors. Members of the Board of Directors of the Association.

ARTICLE I

Association

1. The Association is known as "Westerfield Square Property Owners Association" incorporated under the laws of the State of Illinois as a not-for-profit corporation. ~~Prior the sale of any one of the units in Westerfield Sq. there shall be incorporated under the laws of the State of Illinois a not-for-profit corporation to be called~~

~~"Westerfield Sq. Property Owners' Association", to which corporation the Trustee shall convey fee simple title to all of the Common Area shown on the Plat.~~

2. Upon the purchase of any unit, the ~~o~~Owner of such unit shall be a member of the Association, and does agree that by taking title to any such unit he or she shall be entitled to all of the rights and privileges of the Association, and agrees to assume all of the duties and liabilities imposed by the ~~c~~Charter and ~~b~~By-~~l~~Laws of the Association, and to be bound by all rules and regulations duly adopted by the Association. Upon becoming a member of the Association an owner shall be entitled to vote on each matter submitted to a vote, in accordance with the ~~c~~Charter and ~~b~~By-~~l~~Laws of the Association.

3. The powers of the Association shall be vested in a Board consisting ~~initially~~ of not less than ~~three~~ six Directors to be elected in accordance with the By-Laws of the Association. ~~appointed by the Trustee. Said Directors (or their successors who may be appointed by the Trustee) shall serve until such time as the Board shall determine. At such time as the Board shall determine there shall be one Director from each building in the project, each Director being elected by the owners of the units in the respective buildings.~~

4. The Association shall adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, repair and beautification of the ~~p~~Project, and for the health, comfort, safety and general welfare of the owners and occupants of said ~~p~~Project. The entire ~~p~~Project shall ~~at all times~~ be maintained at all times subject to such rules and regulations as are from time to time enacted by the Board or the Association. The Association may, but need not, employ such Management Agents as it deems necessary to properly manage the ~~p~~Project.

ARTICLE II

~~Improvement Fund~~ **Financial Operations**

5. The Board of Directors shall adopt an operating budget, including a breakdown of revenues, expenditures and a reasonable reserve for anticipated capital improvements (the "Reserve Account"), no later than January 31 of the budget year. ~~The Association shall set up a fund to be known as the "Improvement Fund". This fund shall be held in an account bearing the Association's name. The Board shall prepare an annual budget setting forth the estimated cost of all maintenance, taxes, and operation charges payable by the Association in accordance with this Declaration in its present form, or as it might be from time to time amended or changed. Each owner shall then be assessed a prorata portion of such budget, as determined by the Board. Prior to the time all units in the subdivision have been completed, the operation shall be only among those units actually built, and the annual budget shall include only the real estate taxes attributable to those portions of the Common Area, shown on the Plat, designated as Lots 6, 7 and 8.~~

6. The Board will approve concurrent with the budget approval an assessment to be paid monthly or as otherwise determined by the Board. This assessment will be consistent with expected expenditures and the size of the Reserve Account. The amount of the assessment may be increased or decreased by the Board from time to time and special assessments may be imposed as the Board may determine.

~~6~~7. ~~Such charges or a~~Assessments shall be paid by the respective ~~o~~Owners at such times as the Board may determine ~~of the units semi-annually in advance~~. In any case where an ~~o~~Owner is required by this Declaration, or action of the Board, or of the

Association, to pay any charge or assessment, and fails or refuses to do so, the amount due shall become a lien against the townhouse lot or lots owned by such ~~o~~Owner, subject to any then-existing mortgages, when the Association records or files a claim of lien with the Recorder of Deeds or Registrar of Titles; and the Association may bring an action to collect the amount due and/or to foreclose such lien, the cost of which, including interest at the legal rate and reasonable attorneys' fees, shall be fixed by the court and added to the amount due.

8. The finances of the Association shall be managed by the Board of Directors in a responsible manner. Transfers of funds between the Reserve Account and the Operating Account may be made from time to time with the authorization of the President, Vice President, or Treasurer of the Association if such transfer is consistent with the budget and the capital replacement needs of the Association. Otherwise, the approval of a majority of the Board of Directors is required.

~~7. In the event the Directors of the Association consider the funds on deposit in the Westerfield Sq. account sufficient to fulfill the purposes of the Association, they may from time to time forebear the collection of the assessments provided for in paragraph 5 of Article II hereof for any one or more semi-annual period. However, any such forgiven assessment shall not become cumulative, or in the event that said assessment is not sufficient to cover the expenditures necessary as provided for in paragraph 5 hereof, the Board may from time to time increase that assessment to cover such expenditures.~~

ARTICLE III

~~Resale~~ Sale of Unit

~~8~~9. When an Owner ~~purchaser~~ desires to ~~re~~sell a unit and receives a bonafide offer from a prospective purchaser, he shall submit such offer in writing to the ~~Association~~ Board of Directors for its examination and arrange for a meeting between the prospective purchaser and a committee appointed by the Board, one of the purposes of which shall be to review the Rules and Regulations of the Association. The Association shall have a 15-day option to purchase said unit at the same price and upon the same terms offered by a bonafide prospective purchaser. The 15-day option period shall begin on the day after the ~~o~~Owner has presented the offer to the Board, or on the day the prospective purchaser meets with the committee appointed by the Board, whichever is later.

~~9~~10. The resale, transfer, or conveyance of a Townhouse Lot must always include the companion garage unit originally conveyed with said Townhouse Lot by the Trustee, and the two shall not be severed by a conveyance, transfer, devise, or operation of law.

ARTICLE IV

Taxes

~~10~~11. Each owner shall be assessed, and shall pay, the real estate taxes covering his unit.

~~11~~12. The taxes on the Common Area shall be paid by the Association ~~from the Improvement Fund, in accordance with Article II of this Declaration~~.

ARTICLE V

Party Walls

~~12~~13. Each ~~p~~Party ~~w~~Wall shall be used as a dividing wall between the respective units it separates, and shall be used by the ~~o~~ Owner of each adjacent unit equally for all purposes of an exterior wall, the ownership or equity of each adjacent owner in said wall being subject to a cross-easement in favor of the other party.

~~13~~ 14. In the event it shall become necessary to repair or rebuild any portion of any party wall, the expense of such repairing or rebuilding shall be born equally by the ~~o~~ Owners of the units adjacent to such party wall, unless the damage to said party wall was caused by an act, intentional or otherwise, by one of the adjacent ~~o~~Owners, in which case the cost shall be borne solely by the ~~o~~Owners at fault; also, if damage to said party wall shall affect only one side, then the cost of repair shall be borne by the ~~o~~ Owner on whose side the damage has occurred.

~~14~~15. The easements or cross-easements hereby created shall not terminate in the event any party wall has been destroyed by fire or other cause, in which event either ~~o~~Owner of the unit adjacent to such wall who shall have rebuilt the same shall be entitled to receive from the ~~o~~Owner of the other unit, and said last-mentioned ~~o~~Owner shall be liable to pay upon demand to the owner who shall have rebuilt said wall, an amount equal to one-half of the cost of such rebuilding, including the costs of foundations and supports necessarily installed, except as provided in paragraph ~~13~~ 14 of this Article V.

~~15~~16. Whenever any party wall, or portion thereof, shall be repaired or rebuilt, it shall be erected on the same line and be of the same size and the same or similar

materials and of like quality as the wall being repaired or rebuilt, and it shall in all respects conform to the laws and ordinances in force at the time regulating the construction of buildings ~~in force at the time~~.

ARTICLE VI

~~16~~ 17. All of the easements herein contained shall be defined and limited as follows:

(a) The owners of townhouses and garages located on Lots 1-A, 1-B, 1-C, 1-D, P-1A, P-1B, P-1C, P-1D, 2-A, 2-B, 2-C, 2-D, P-2A, P-2B, P-2C, P-2D, 3-A, 3-B, 3-C, 3-D, P-3A, P-3B, P-3C, P-3D, 4-A, 4-B, 4-C, 4-D, P-4A, P-4B, P-4C, P-4D, 5-A, 5-B, 5-C, 5-D, P-5A, P-5B, P-5C, and P-5D, shall have an easement only over Lots 1, 2, 3, 4, 5, and the West 20 feet of Lot 6, being part of the area shown on the Plat and designated thereon as "the Common Area".

(b) The owners of townhouses and garages located on Lots 6-A, 6-B, 6-C, 6-D, 6-E, 6-F, P-6A, P-6B, P-6C, P-6D, P-6E, P-6F, 7-A, 7-B, 7-C, 7-D, 7-E, 7-F, P-7A, P-7B, P-7D, P-7E, P-7E, P-7F, 8-A, 8-B, 8-C, 8-D, 8-E, 8-F, P-8A, P-8B, P-8C, P-8D, P-8E, and P-8F, shall have an easement only over Lots 6, 7, 8, and the East 18 feet of Lot 5, being part ofthe area shown on the Plat and designated thereon as "the Common Area".

ARTICLE VII

Sidewalks

~~17~~18. All sidewalks in the ~~p~~Project, constructed in the Common Area shown on the Plat, are hereby declared to be common walks ~~and shall be~~ for used by the ~~o~~Owners or ~~o~~Occupants of all the units, and their invitees, for the purposes of ingress and egress.

~~18~~19. The Association shall make all necessary repairs to the sidewalks in the Common Area, and the expense of such repairs, or rebuilding if necessary, shall be borne by the Association, and will be included in the maintenance charges to be assessed against the ~~o~~Owners in accordance with Article II, paragraph ~~1~~6.

ARTICLE VIII

Fire Clause

~~19~~20. In the event of damage of a unit or units by fire or other casualty, said unit or units shall be restored by the ~~o~~Owner or ~~o~~Owners thereof to substantially the same condition and design in which it, or they, existed prior to the fire, or other casualty, with the same type of materials as previously used and with each unit and the common elements having the same vertical and horizontal boundaries as before. Such restoration or rebuilding shall be completed as soon after the damage as is reasonably possible. If the Owner or ~~o~~Owners fail to do so, the Association may make the repairs or restoration, and if the cost thereof is not paid by the Owner or ~~o~~Owners or their ~~owners'~~ insurance company such amount shall be assessed against the ~~o~~Owner or ~~o~~Owners involved.

~~20~~21. It shall be mandatory for the ~~o~~Owner or beneficiary of each unit ~~or beneficiary~~ to insure each unit so owned or held in an amount equivalent to 80% of the value of such unit, and the Board may require that certificates for such fire and extended coverage insurance ~~shall~~ be deposited with the Management Agent of the Project ~~property~~, or with the Association. If an ~~o~~Owner fails to purchase such insurance, the Association shall have the right to purchase it and assess the ~~o~~Owner of the unit for the cost of same.

ARTICLE IX

Maintenance, Alterations and Additions

~~21~~22. The exteriors of the units in the project shall be painted in such colors and at such times as the Association shall determine, and the cost thereof shall be part of the cost of maintenance and shall be assessed against the ~~o~~Owners in accordance with paragraph ~~5~~ 6 of Article II hereof.

~~22~~23. The exterior masonry shall be cleaned and tuckpointed at such times as the Association shall determine, and the Association shall cause all necessary repairs to be made to the driveways and other improvements in the Common Area. The cost of such work shall be part of the cost of maintenance and shall be assessed against the owners in accordance with paragraph ~~5~~ 6 of Article II hereof.

~~23~~24. No ~~o~~Owner shall make any architectural changes or additions to any unit, except as may be ~~authorized~~ approved by the Board of the Association ~~in the manner provided in the by-laws~~.

~~24~~25. No ~~o~~Owner or ~~o~~Occupant shall make or erect a fence of any kind, except as may be authorized by the Board of the Association ~~in the manner provided in the by-laws~~.

~~25~~26. No ~~o~~Owner or ~~o~~Occupant shall install exterior storm sashes, canopies or awnings on any unit, or build enclosures for the front or rear entrances, except as may be ~~unless first~~ approved by the Board of the Association as to color, design and location, provided, however, awning type patio covers of a color consistent with existing awnings for the rear garden may be erected and maintained in the rear yard without prior ~~Association~~ Board approval.

~~26~~27. No ~~o~~Owner or ~~o~~Occupant shall be permitted to erect a permanent porch on the front or rear of a unit.

~~27~~28. No mast or other structure for transmitting or receiving messages, or programs, by radio or television shall be erected, permitted or maintained upon the exterior or roof of any building ~~except when~~ unless approved by the Board of the Association .

~~28~~29. No animals of any kind, except dogs, cats or household pets, shall be kept, or maintained on any part of a townhouse lot or the Common Area. The Association reserves the right to adopt reasonable regulations governing the keeping ~~within any dwelling house~~ of domestic dogs, cats or other household pets ~~calculated not to become a nuisance to the owners or occupants of Westerfield Sq~~.

~~29. No clothes, sheets, blankets, or other articles shall be hung out or exposed on any part of any unit or townhouse lot, 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 unit. No laundry or articles shall be hung for drying or airing on Saturdays, Sundays, or legal holidays.~~

30. The ~~o~~Owners or ~~o~~Occupants of units shall keep their premises free and clear of rubbish, debris or other unsightly materials or obstacles.

~~31. There shall be no playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, or placing of benches or chairs on any of the Common Area except as may be authorized by the Association.~~

~~32~~31. Repairs or replacement of sewer, water, gas, electric and telephone lines in the subdivision shall be made by the Association, and the cost thereof shall be prorated among those units affected on such basis as the Board shall determine.

32 The Association shall be responsible for the maintenance and repair of the roof, exterior walls, floors and doors (other than electric door-opening devices) of all garages.

33. If any ~~o~~ Owner or ~~o~~ Occupant fails to maintain the units owned or occupied by him as herein provided, then the Association may, after 15 days written notice to such defaulting owner or occupant, have such work done as may, in the opinion of the Board, be necessary to keep such unit in a condition conforming to the general quality of upkeep of all units in the project, and the amount paid therefor shall be a charge against the ~~o~~Owner of the unit on which said work was done.

34. All costs or maintenance charges in connection with the ~~p~~Project not specifically allocated by this instrument to the Association shall be the responsibility of the unit or units affected.

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35. There shall be separate meters for electric service to the garages. The cost of such electric service shall be paid by the Association.

ARTICLE X

Landscaping, Lawn Maintenance and Snow Removal

~~35.~~36. All landscaping in the Common Area shall be maintained by the Association, and no changes or additions shall be made therein except by action of the Board of the Association. All landscaping in the patios and backyards shall be done and maintained by the eOwners of units and ~~shall be in conformity with a plan approved by~~ any major renovation of such landscaping must be approved in writing by the Board of the Association.

~~36. The owner or occupant of each unit shall, at his own expense, cause his lawns and shrubbery to be sprinkled twice weekly from May 1st to November 1st, or at such times as the Board may provide by reasonable rules and regulations. Failure of such owner or occupant to do so shall give the Association the right to attend to such sprinkling and the cost thereof shall be assessed against the owner or occupant.~~

37. The Association~~, through a private contract or otherwise,~~ shall provide for cutting lawns, cultivating, trimming and feeding evergreens, trees and shrubs~~;~~, re-seeding, fertilizing, weed-control programs, spraying, feeding and trimming of trees, and planting of flowers~~;~~ in the Common Area. ~~The cost of such services shall be paid from the Improvement Fund. In the event that any trees in the Common Area must be removed or~~

~~replaced, such work shall be done by the Association and charged to the Improvement Fund.~~

38. The Association~~, through a private contract or otherwise,~~ shall provide a snow-removal service to remove snow from all walks, driveways, and parking spaces in the Common Area. ~~Such snow-removal service shall be charged to the Improvement Fund.~~

~~39. The Association shall pay from the Improvement Fund the cost of gas and electricity used to heat or illuminate the garage and Common Area, provided, however, that there shall be a separate electric meter provided for each garage building, and the electrical bill for each such garage unit shall be prorated among the owners of the garages in such unit.~~

ARTICLE XI

Parking Areas

~~40~~39. The ~~o~~Owners or ~~o~~Occupants of units shall use their respective garages for the parking or storage of their motor vehicles, and in addition shall have assigned to them by the Board one exterior parking space. Such exterior parking spaces ~~which are~~ when not in use may be used ~~from time to time~~ for ~~occasional~~ short-term parking by the guests and invitees of the ~~o~~Owners or ~~o~~Occupants. The right to use such exterior parking spaces may be modified or changed by such ~~reasonable~~ regulations as the Board may promulgate.

ARTICLE XII

Ingress and Egress

~~41~~40. The right of ingress and egress ~~over and above~~ upon the sidewalks, driveways, parking areas, and all areas designated on the Plat as the "Common Area", is hereby declared a perpetual easement for the benefit of all ~~o~~Owners and ~~o~~Occupants of units in Westerfield Sq. and for the benefit of their invitees. Said easement shall not terminate in the event any portion of said sidewalks, common driveways, or parking areas are destroyed or damaged.

ARTICLE XIII

Miscellaneous

~~42~~41. 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 ~~p~~Project, nor shall any "For Sale" or "For Rent" signs or other window displays ~~or~~ advertising, or other signs be maintained or permitted on any part of the ~~p~~Project or any unit therein, nor shall any structure be erected on any portion of the ~~p~~Project by any ~~o~~Owner or ~~o~~Occupant of a unit. The ~~right is reserved by the Trustee, or Association, to place~~ Board may authorize the placement of "For Sale" or "For Rent" signs on any unsold or unoccupied units in the project.

~~43~~42. ~~All grantees of the Trustee, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Trustee's Deed,~~ The Owner of each unit

and his or her successors and assigns accepts the ~~same~~ such ownership subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of ~~the Trustee, and~~ the Association, created by this Declaration or by the Plat of Subdivision 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 be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such ~~o~~Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

~~44~~43. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce any of the provisions hereof, no matter how many violations or breaches may occur.

~~45~~44. The invalidity of any restriction hereby imposed or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the other provisions of this Declaration.

~~46~~45. ~~Prior to the sale of any townhouse lots in the project, the Trustee shall have the right to change or modify the restrictions and covenants herein contained. After the sale of any townhouse lot in the project, the restrictions and covenants herein contained may be changed or modified only upon the written consent of two-thirds of the owners of units, and the Trustee. After the sale of all of the townhouse lots in the project, t~~ The restrictions and covenants herein contained may be changed or modified only upon the

~~written consent~~ approval of two-thirds of the ~~e~~Owners. The Registrar of Titles is hereby authorized and directed to place any such change or modification on the original Torrens certificates, covering any of the property in Westerfield Sq,. without requiring the production of the Owner's Duplicate Torrens Certificate.

~~47~~ 46. Any violation of the rules and regulations adopted by the Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

~~48. The rights, privileges and powers herein given or retained by the Trustee shall be assignable to, and inure to the benefit of, any successor Trustee, or the Association.~~

~~49~~47. Each townhouse lot may be subject to a lien under the Mechanics Lien Law, made and provided by the statutes of the State of Illinois, for services rendered or materials furnished by the Association in connection with improvements on such townhouse lot.

~~50~~48. In the event title to any unit shall be conveyed to a land titleholding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such unit. No claim shall be made against any such titleholding Trustee personally for payment of any claim, lien or obligation hereby created, and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest or in the title to such real estate.

END OF TEXT OF AMENDMENT

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

817 Westerfield Dr. Wilmette,IL	05-27-400-082
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

Janet E. Stipp, Trustee
U/T/A dtd 5/3/93

Janet E. Stipp Trustee 2/7/95

Owner's Printed Name — Signature — Date

Co-owner's Printed Name — Signature — Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

813 Westerfield Dr. Wilmette,IL	05-27-400-084
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

Bonnie G. Stein	Bonnie G. Stein	1-6-95
Owner's Printed Name	Signature	Date
Co-owner's Printed Name	Signature	Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

811 Westerfield Dr. Wilmette,IL	05-27-400-085
Address	Permanent Index Number
10/30/87	1518270 Book3042-1 Page 136
Date of Last Torrens Filing	Torrens Certificate Number

W. James Armstrong

Owner's Printed Name

W. James Armstrong 12/31/94

Signature Date

Elizabeth W. Armstrong

Co-owner's Printed Name

Elizabeth W. Armstrong 12/31/94

Signature Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

809 Westerfield Dr. Wilmette,IL	05-27-400-086
Address	Permanent Index Number
10/22/91	1145202
Date of Last Torrens Filing	Torrens Certificate Number

Thomas M Lillard Thomas M. Lillard Owner's Printed Name	Thomas M. Lillard 1/12/95 Signature Date
Margaret B. Lillard Co-owner's Printed Name	Margaret B. Lillard 1/16/95 Signature Date

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I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

1425 Sheridan Road, Wilmette, IL	05-27-400-088
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

Jean W. Marshall, Trustee
U/T/A dtd 4/18/89

Owner's Printed Name	Jean W. Marshall (trustee) Signature	1/12/95 Date
Co-owner's Printed Name	Signature	Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

1423 Sheridan Road, Wilmette, IL	05-27-400-089
Address	Permanent Index Number
6/15/90	1541891
Date of Last Torrens Filing	Torrens Certificate Number

Dorothy W. Sills	Dorothy W Sills	1-29-95
Owner's Printed Name	Signature	Date
Dorothy W. Sills Trustee U/T/A dtd2/18/88, Trust No. 1	Trustee Dorothy W Sills	1/29/95
Co-owner's Printed Name	Signature	Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

1417 Sheridan Road, Wilmette, IL	05-27-400-092
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

Clarence H. Weber	Clarence H Weber	1/13/95
Owner's Printed Name	Signature	Date
Joan A. Weber Joan Weber	Joan Weber	1/14/95
Co-owner's Printed Name	Signature	Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

1415 Sheridan Road, Wilmette, IL	05-27-400-093
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

Joan Hunt Smith

Owner's Printed Name — Joan Hunt Smith — Signature — 29 Dec. 1994 — Date

Co-owner's Printed Name — Signature — Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

1437 Sheridan Road, Wilmette, IL	05-27-400-095
Address	Permanent Index Number
9/28/76	1258800 S A
Date of Last Torrens Filing	Torrens Certificate Number

Margaret Gerber Trust	Margaret Gerber, Trustee	12/28/94
Owner's Printed Name	Signature	Date
Co-owner's Printed Name	Signature	Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

1433 Sheridan Road, Wilmette, IL	05-27-400-097
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

Nancy P. Saunders	Nancy P. Saunders	Jan 28, 1995
Owner's Printed Name	Signature	Date
Co-owner's Printed Name	Signature	Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

1429 Sheridan Road, Wilmette, IL.
Address

05-27-400-099
Permanent Index Number

Date of Last Torrens Filing

Torrens Certificate Number

John S. Hoppock
Owner's Printed Name

John S. Hoppock 12/28/94
Signature Date

Katherine C. Hoppock
Co-owner's Printed Name

Katherine C. Hoppock 12/28/94
Signature Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

1427 SHERIDAN ROAD, WILMETTE, IL
Address

05-27-400-100-0000.
Permanent Index Number

—
Date of Last Torrens Filing

—
Torrens Certificate Number

LaSalle National Trust #12405
ANNE C DONNELLY, TRUSTEE
Owner's Printed Name

Signature Trustee

Feb 7, 1995
Date

—
Co-owner's Printed Name

—
Signature

—
Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

923 Westerfield Dr. Wilmette,IL

Address

05-27-400-101

Permanent Index Number

Date of Last Torrens Filing

Torrens Certificate Number

Edith F. Hicks as TrusteeU/T/A dtd 8/16/90.

Owner's Printed Name

Edith F. Hicks

Signature TRUSTEE

Date Jan. 16, 1995

Co-owner's Printed Name

Signature

Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

921 Westerfield Dr. Wilmette,IL	05-27-400-102
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

ROBERT H. FRINK ~~Christopher J. Donnelly~~	Robert H. Frink	1/30/95
Owner's Printed Name	Signature	Date
~~Anne C. Donnelly~~		
Co-owner's Printed Name	Signature	Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

919 Westerfield Dr. Wilmette,IL	05-27-400-103
Address	Permanent Index Number
[redacted]	[redacted]
Date of Last Torrens Filing	Torrens Certificate Number

Emil Smider		4/9/95
Owner's Printed Name	Signature	Date
Adela M. Smider		4/7/95
Co-owner's Printed Name	Signature	Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

917 Westerfield Dr. Wilmette,IL	05-27-400-104
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

Marion S. Pierson

Owner's Printed Name — Signature: Marion S. Pierson — Date: Jan. 17, 1995

Co-owner's Printed Name — Signature — Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

911 Westerfield Dr. Wilmette,IL	05-27-400-107
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

Louise S. Meier, Co-Trustee
Louise ~~S.~~ SPENCER Meier Revocable Trust dtd 2/22/90

Owner's Printed Name — Signature — Date

Trustee
L S M Rev Tr - 2-22-90

William ~~M.~~ W. Meier, Co-Trustee

Co-owner's Printed Name — Signature Co-Trustee — Date 1/18/95

LSM Rev Tr 2/22/90

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

909 Westerfield Dr. Wilmette,IL	05-27-400-108
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

.Gilbert W. Bowen Trust

Owner's Printed Name

By: Gilbert W. Bowen, Jr. 12-28-1994

Signature Date

Marlene Michell Bowen Trust

Co-owner's Printed Name

By: Marlene M. Bowen, Jr. 12-28-1994

Signature Date

Co-owner's Printed Name Signature Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

907 Westerfield Dr. Wilmette,IL	05-27-400-109
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

John C. Walker Trustee, John C. Walker Revocable Trust dtd 7/7/61

John C. Walker, trustee — John C. Walker, Dec. 30, 1992

Owner's Printed Name — Signature — Date

Trustee of the John C. Walker Revocable Trust u/a/d 7/7/61

Co-owner's Printed Name — Signature — Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

905 Westerfield Dr. Wilmette,IL	05-27-400-110
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number
The Michael J. O'Connor Trust	30 Jul 95
Owner's Printed Name	Signature Trustee Date
Co-owner's Printed Name	Signature Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

903 Westerfield Dr. Wilmette,IL	05-27-400-111
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

Edwin L. Brashears Jr
EDWIN L. BRASHEARS JR
Owner's Printed Name

Signature 1-17-95
Date

Diana Brashears
Co-owner's Printed Name

Signature 1-20-95
Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

901 Westerfield Dr. Wilmette,IL	05-27-400-112
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

Paul F. Mitchell	Paul F. Mitchell	2/5/95
Owner's Printed Name	Signature	Date
Linda B. Mitchell	Linda B. Mitchell	2/5/95
Co-owner's Printed Name	Signature	Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

835 Westerfield Dr. Wilmette,IL	05-27-400-113
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

Leslie H. Kerr Jr.	Leslie H. Kerr Jr.	1/23/95
Owner's Printed Name	Signature	Date
Elizabeth M. Kerr	Elizabeth M. Kerr	Jan 23, 1995
Co-owner's Printed Name	Signature	Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

831 Westerfield Dr. Wilmette,IL	05-27-400-115
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number
Trevor P. Campbell	Trevor P. Campbell 1-28-95
Owner's Printed Name	Signature Date
Co-owner's Printed Name	Signature Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

827 Westerfield Dr. Wilmette,IL	05-27-400-117
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number
Linda C. Allen	Linda C. Allen 1-6-95
Owner's Printed Name	Signature Date
Co-owner's Printed Name	Signature Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

825 Westerfield Dr. Wilmette,IL	05-27-400-118
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

Adelyn Dougherty Declaration of Trust.

Owner's Printed Name	Adelyn Dougherty, Trustee Signature	1-28-95 Date
Co-owner's Printed Name	Signature	Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

823 Westerfield Dr. Wilmette,IL	05-27-400-119
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number
Joanna M. Corelitz.	x Joanna M. Corelitz 1-29-95
Owner's Printed Name	Signature Date
Co-owner's Printed Name	Signature Date

95158121

I (We), the undersigned, being one of the Owners in Westerfield Square, hereby declare that I (We) have received the foregoing Amendment, understand its contents and effect, and hereby give my (our) approval of said Amendment by my (our) signature (s) below.

821 Westerfield Dr. Wilmette,IL	05-27-400-120
Address	Permanent Index Number
Date of Last Torrens Filing	Torrens Certificate Number

John W. Lane	John W. Lane	1/15/95
Owner's Printed Name	Signature	Date
Ruth K. Lane	Ruth K. Lane	1/15/95
Co-owner's Printed Name	Signature	Date

95158121

CERTIFICATION AS TO OWNERS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, William Meyer, state that I am the Secretary of the Board of Directors of Westerfield Sq., and hereby certify that the persons whose names are subscribed to the foregoing instruments represent at least two-thirds of the Owners and that, by their respective signatures, said unit owners acknowledged the foregoing instruments as their free and voluntary act for the purpose set forth therein.

BY: William Meyer
Secretary

DATE: March 3, 1995

95158121

EXHIBIT A
LEGAL DESCRIPTION

Lots 1, 1-A, 1-B, 1-C, 1-D, P-1A, P-1B, P-1C, and P-1D;
2, 2-A, 2-B, 2-C, 2-D, P-2A, P-2B, P-2C, and P-2D;
3, 3-A, 3-B, 3-C, 3-D, P-3A, P-3B, P-3C, and P-3D;
4, 4-A, 4-B, 4-C, 4-D, P-4A, P-4B, P-4C, and P-4D;
5, 5-A, 5-B, 5-C, 5-D, P-5A, P-5B, P-5C, and P-5D;
6, 6-A, 6-B, 6-C, 6-D, 6-E, 6-F, P-6A, P-6B, P-6C, P-6D, P-6E, and P-6F;
7, 7-A, 7-B, 7-C, 7-D, 7-E, 7-F, P-7A, P-7B, P-7C, P-7D, P-7E, and P-7F;
8, 8-A, 8-B, 8-C, 8-D, 8-E, 8-F, P-8A, P-8B, P-8C, P-8D, P-8E, and P-8F, all in

WESTERFIELD SQ.

Being a subdivision of part of the East 1/2 of Fractional Section 27, Township 42 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded as Document No. 19722379 and filed as Document No. 2253372 in Cook County, Illinois

Commonly Known As: Westerfield Drive
Wilmette, Illinois 60091

Permanent Index Number: 05-27-400-081
through and including 05-27-400-120

17307 (final)

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