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COOK COUNTY RECORDER

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

PREAMBLE TO THE CONSOLIDATED AND RESTATED DECLARATION OF COVENANTS FOR WESTERFIELD SQUARE

WHEREAS, the Declaration of Covenants for Westerfield Square (hereinafter referred to as "Declaration") was recorded on March 21, 1966 as Document No. 19771628 in the Office of the Recorder of Deeds of Cook County, Illinois and filed as Document No. 2261568 in the Office of the Registrar of Titles of Cook County, Illinois against the property legally described as follows:

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- 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 SQUARE

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,



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WHEREAS, the Declaration has been amended from time to time by the following documents (hereinafter referred to as the "Amendments") recorded with the Recorder of Deeds and filed with the Registrar of Titles:

<u>Document No.</u>	<u>Recording Date</u>
20482509	May 7, 1968;
2386626	May 7, 1968;
95158121	March 9, 1995; and
96507551	July 2, 1996.

WHEREAS, the Board of Directors of Westerfield Square (hereafter referred to as the "Board") recognizes the burden and practical difficulty on the Board and the Owners and others in reviewing, consulting and referring to the Declaration and the Amendments.

WHEREAS, the Board desires to prepare, and has caused to be prepared, a single document consolidating the Amendments, and the Declaration into one document (hereafter referred to as the "Consolidated And Restated Declaration") which does not further amend the Declaration, but rather provides the Board, Owners and others with a convenient document that restates the substantive provisions of the Declaration and reflects the accumulated amendments for ease of reference;

WHEREAS, the Consolidated And Restated Declaration truly and accurately reflects the Declaration as amended from time to time by the Amendments;

WHEREAS, the Board desires to record the Consolidated And Restated Declaration in order to memorialize its action.

NOW, THEREFORE, in furtherance of the foregoing recitals, the attached Consolidated And Restated Declaration is being recorded for the above stated purposes.

BOARD OF DIRECTORS OF WESTERFIELD SQUARE

By: Christopher J. Samuels

Attest: [Signature]

THIS PREAMBLE IS NOT PART OF THE CONSOLIDATED AND
RESTATED DECLARATION OF WESTERFIELD SQUARE

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CONSOLIDATED AND RESTATED DECLARATION OF COVENANTS FOR WESTERFIELD SQ.

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 "Owner".
- Occupant:** Person or persons, other than an 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 Owners and Occupants, or their invitees.
- Board:** Board of Directors of Westerfield Sq. Property Owners' Association, an Illinois not-for-profit corporation.

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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.

2. Upon the purchase of any unit, the 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 Charter and By-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 Charter and By-Laws of the Association.

3. The powers of the Association shall be vested in a Board consisting of not less than six Directors to be elected in accordance with the By-Laws of the Association.

4. The Association shall adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, repair and beautification of the Project, and for the health, comfort, safety and general welfare of the owners and occupants of said Project. The entire Project shall 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 Project.

ARTICLE II

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. -

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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.

7. Assessments shall be paid by the respective Owners at such times as the Board may determine. In any case where an 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 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.

ARTICLE III

Sale of Unit

9. When an Owner desires to sell a unit and receives a bonafide offer from a prospective purchaser, he shall submit such offer in writing to the 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 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.

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.

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ARTICLE IV

Taxes

11. Each owner shall be assessed, and shall pay, the real estate taxes covering his unit.
12. The taxes on the Common Area shall be paid by the Association.

ARTICLE V

Party Walls

13. Each Party Wall shall be used as a dividing wall between the respective units it separates, and shall be used by the 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.

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 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 Owners, in which case the cost shall be borne solely by the Owner at fault; also, if damage to said party wall shall affect only one side, then the cost of repair shall be borne by the Owner on whose side the damage has occurred.

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 Owner of the unit adjacent to such wall who shall have rebuilt the same shall be entitled to receive from the Owner of the other unit, and said last-mentioned 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 14 of this Article V.

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.

ARTICLE VI

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

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(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-7F, P-7G, 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 of the area shown on the Plat and designated thereon as "the Common Area".

ARTICLE VII

Sidewalks

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

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 Owners in accordance with Article II, paragraph 6.

ARTICLE VIII

Fire Clause

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 Owner or 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 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 Owners or their insurance company such amount shall be assessed against the Owner or Owners involved.

21. It shall be mandatory for the Owner or beneficiary of each unit 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 be

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deposited with the Management Agent of the Project, or with the Association. If an Owner fails to purchase such insurance, the Association shall have the right to purchase it and assess the Owner of the unit for the cost of same.

ARTICLE IX

Maintenance, Alterations and Additions

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 Owners in accordance with paragraph 6 of Article II hereof.

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 6 of Article II hereof.

24. No Owner shall make any changes in the exterior appearance of any unit, except as may be approved by the Board of the Association.

25. No Owner or Occupant shall make or erect a fence of any kind, except as may be authorized by the Board of the Association.

26. No Owner or 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 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 Board approval.

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

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 unless approved by the Board of the Association.

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 of domestic dogs, cats or other household pets.

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

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 Owner or 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 Owner of the unit on which said work was done.

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

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

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 Owners of units and any major renovation of such landscaping must be approved in writing by the Board of the Association.

37. The Association 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.

38. The Association shall provide a snow-removal service to remove snow from all walks, driveways, and parking spaces in the Common Area.

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ARTICLE XI

Parking Areas

39. The Owners or 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 not in use may be used for short-term parking by the guests and invitees of the Owners or Occupants. The right to use such exterior parking spaces may be modified or changed by such regulations as the Board may promulgate.

ARTICLE XII

Ingress and Egress

40. The right of ingress and egress 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 Owners and 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

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 Project, nor shall any "For Sale" or "For Rent" signs or other window displays advertising, or other signs be maintained or permitted on any part of the Project or any unit therein, nor shall any structure be erected on any portion of the Project by any Owner or Occupant of a unit. The Board may authorize the placement of "For Sale" or "For Rent" signs on any unsold or unoccupied units in the project.

42. The Owner of each unit and his or her successors and assigns accepts such ownership subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of 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 Owner in like manner as though

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the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

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.

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.

45. The restrictions and covenants herein contained may be changed or modified only upon the approval of two-thirds of the 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.

46. Any violation of this Declaration or the rules and regulations adopted by the Association may, in addition to any other remedy available at law or equity, be enjoined by legal proceedings. All expenses, including court costs and attorney's fees, incurred by the Association arising out of a default by any Owner, his tenant, guest or invitee of any provision of the Declaration or rules and regulations of the Association shall be charged to and assessed against the Owner and shall be added to and deemed a part of said Owner's assessment and shall constitute a lien on the Owner's townhouse lot.

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.

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.

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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 or part of the East ½ of Fractional Section 27, Township 42 North, Range 13, East of the Third Principal Meridian, according to the plan 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

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