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DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS IN
CONNECTION WITH
RAVISLOE SUBDIVISION
IN HOMEWOOD, ILLINOIS

THIS DECLARATION

made this 28 day of February, 2002, by BUILDERS ASSOCIATES,
INC., hereinafter referred to as "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the owner of record of the property
legally described on Exhibit A, which is attached hereto and
incorporated herein, which property is commonly known as the
RAVISLOE SUBDIVISION, hereinafter referred to as "Subdivision";

WHEREAS, this Declaration sets forth covenants, conditions,
restrictions, controls and limitations on the uses to which any lot
in the subdivision may be put; and

WHEREAS, the purpose of this Declaration is to keep and
maintain the Subdivision as desirable, attractive, uniform and
suitable in architectural design and use, to prevent haphazard and
inharmonious improvements thereto, to guard against the erection
thereon of buildings built of improper or unsuitable materials, and
to provide for the highest level and quality of improvements
thereto, as more fully set below.

NOW, THEREFORE, Declarant hereby declares as follows:

ARTICLE I
GENERAL RESTRICTIONS

1. Land Use and Building Type: No lot or building site may
be improved, used or occupied for other than private residence
purposes and all lots are hereby restricted to single-family
residential use only.

One main dwelling only designed by a licensed architect and
designed for occupancy by one family only may be erect on any lot.

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2. Architectural Controls: No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location on lot and approximate cost of such building or other structure, and the grading plan and landscape plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall have the right to refuse or to approve any such construction plans or specifications, grading plan or landscape plan, which are not suitable or desirable, in the opinion of the Committee, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan, or landscape plan, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure on the outlook from adjacent or neighboring properties. It is understood and agreed that the purpose of architectural control is to secure an attractive harmonious residential development having continuing appeal. The quality of architectural design will be considered in relation to this principal. Such approval shall not be arbitrarily, capriciously or unreasonably withheld.

3. Architectural Review Committee: The Architectural Review Committee shall consist of the Developer and their appointees or successors, or nominees of same, as well as certain independent architects to be appointed by same. Said Committee may, at its sole discretion, provide and formulate its own rules and provide for its own succession.

All plans, specifications and supporting and related material for which the approval of the Architectural Review Committee is required, shall be delivered to the Architectural Review Committee, together with the payment of a \$200.00 fee to defray the costs of review. The Architectural Review Committee shall approve or disapprove the submitted material as soon as practicable, but Architectural Review Committee's written approval or disapproval shall in any event be given within 30 days after all the necessary material has been delivered to Architectural Review Committee. If Architectural Review Committee disapproved any submitted material, or if Architectural Review Committee requires a modification of any kind, it shall, within said 30 day period, inform the Owner by whom the material was submitted, of the reasons for Architectural Review Committee's disapproval or Architectural Review Committee's requirement that changes be made, but notwithstanding the obligation of Architectural Review Committee to state the reason for disapproval or for the required modifications, the decision of Architectural Review Committee, reasonably made, shall be conclusive and binding on all parties. If Architectural Review Committee does not approve or disapprove, or require a modification, within the aforesaid 30 day period, then at the expiration of said period, the material submitted to Architectural Review Committee shall be deemed to have been fully approved, and

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the Owner who has submitted the material deemed to have been approved by lapse of time, shall have the right to proceed as if Architectural Review Committee's written approval has been procured. All residential construction must be undertaken and completed only by qualified builders so that the quality of workmanship on said buildings so constructed conforms to professional standards.

4. Dwelling: Quality, Size and Minimum Construction Standards: It is the intention and purpose of these Covenants to assure that all dwellings shall be a quality of design, workmanship and materials approved by the Architectural Review Committee. All dwellings on said real estate shall be constructed in accordance with the stricter of the applicable ordinances of the Village of Homewood in effect on the date hereof or in effect from time to time hereafter, until annexation of the property, and then in accord only with the Ordinances of the Village of Homewood. However, the Architectural Review Committee may apply additional and/or more restrictive standards at its discretion.

The total living area of the dwelling, exclusive of attached garages, open terraces, basements, and breezeways, shall be:

- A) A minimum of 2,800 square feet for a one story residence on any lot, (flat ranch).
- B) A minimum of 3,600 square feet for a two story residence on any lot.

5. Exterior Building Materials and Roof Specifications: All residences except two story structures must be constructed of all brick or dryvit exteriors. Two story residences not so constructed must be all brick with the exclusion of accents. No aluminum or vinyl siding and fascia and soffit subject to approval of Architectural Committee.

All residence shall have a roof pitch of 8-12 or greater. All roof shingles must be a minimum of laminated (textured) asphalt shingle material. Standard weight roof shingles will not be allowed.

ARTICLE II BUILDING AND USE RESTRICTIONS

1. Minimum Garage Requirements: All garages must be side loaded.

2. Monotony Clause: All buildings shall be substantially different from the structures in immediate proximity to such proposed residence. Approval will be withheld if structures are exactly similar in appearance. Approval will be granted if differences exist in general appearance or entrance elevations.

3. Foundation, Excavation and Site Grading: The owner of any Lot in the Development on which any excavation or site grading activity is planned shall be solely responsible for ensuring that such excavation and/or grading activity takes place according to the Master Grading Plan submitted by the Developer to and approved by the Village of Homewood. The heights, ground elevation or grade of the top of each and every foundation, basement, crawl space or base walls for buildings constructed in the Subdivision shall be set and established by the Architectural Committee and no building shall be constructed unless the top of the foundation, basement, crawl space or base walls shall be in accordance therewith. Neither the Declarant nor the developer can be held responsible for any failure of an individual owner to adhere to such Master Grading Plan. It is strongly recommended that, prior to commencement of construction of any Lot, the owner of said Lot accord due caution and regard to the siting of the proposed dwelling unit, its attached garage and the driveway, and the elevation of the top of foundation of said dwelling unit, in connection with and as the siting of said structures may affect the grading of said Lot.

4. Fences, Sheds, Pool and Exterior Antennas: Construction of fences are permitted consistent with the regulations of the Village of Homewood, Illinois and after procurement of a permit from the Village, if necessary. However, fences of metal, screen, fiberglass or like material are prohibited. Wooden or wrought iron fences will be permitted to enclose patios and/or in-ground swimming pools. Wooden fences are to be no more than five feet in height, except for swimming pool enclosures, which shall be governed by local ordinances, and are to be a minimum of one foot from the property line, but wooden stockade fences are prohibited. Split rail and/or evergreen hedging is recommended for those who would desire fencing. Any fence constructed on any lot may not extend beyond or in front of the front wall of the building situated thereon.

No sheds, detached garages, above the ground swimming pools or temporary or permanent accessory buildings of any kind shall be constructed upon any lot in the Subdivision. Detached buildings for the purpose of housing equipment necessary for in-ground pools are permitted.

Outside television and radio antennas, satellite dishes in excess of eighteen (18) inches in diameter, or other apparatus used to receive or transmit communication signals are prohibited, and also no satellite dishes are allowed on the front of any house, including the roof.

5. Building Height: No dwelling shall be erected, altered or placed which is more than two and one-half stories or 30 feet in height, whichever is the lesser. The height shall be measured to the mean height of the roof between ridge and eave.

6. Driveways: Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of concrete, brick pavers or other equivalent thereof.

7. A. Parkway Trees and Sod:

(1) Each home site shall have at least two trees of a hardwood variety (in diameter and size as required by the Village of Homewood, with a minimum of two and one-half inches (2 1/2" in diameter), planted in the parkway, with five parkway trees on corner lots. THE INSTALLATION AND MAINTENANCE OF PARKWAY TREES IS THE RESPONSIBILITY OF EACH INDIVIDUAL HOMEOWNER UPON COMPLETION OF THE RESIDENCE OF THE HOMEOWNER. Parkway trees are required to be planted by the homeowner every forty (40) feet.

(2) Suggested trees would be, but are not limited to Green Ash, Locust, London Plane, Linden, Sugar Maple, Pin Oak or similar broad leaf trees contiguous to the area. Owner shall comply with Homewood Village ordinances regarding tree planting.

(3) Trees, shrubbery and other vegetation shall not be situated so as to obstruct the field of vision at vehicular intersections.

(4) Front and side yards must be landscaped and grassed with sod. Rear yard may be seeded.

B. EXISTING TREES ON LOT OTHER THAN PARKWAY.

(1) Prior to any construction taking place upon the lot, homeowner shall identify all significant trees upon the property. Significant trees shall be any tree listed in paragraph 7. A(2) of this Article plus those, time to time designated by the Architectural Committee. No trees that have been designated as significant shall be removed except those which fall within the footprint of the construction of the residence and permitted structures, driveways and sidewalks without prior approval of the Architectural Committee.

(2) This provision shall apply not only to the initial construction, but also any subsequent construction upon the land which would effect the removal or a change of grade that could be harmful to the existing trees located upon the lot.

8. Weed Cutting and Lot Clean Up: Each lot shall at all times be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles or cans can be permitted to collect or remain exposed on any lot except as is necessary during the period of constructing. The owner of each lot shall be responsible for the cutting or removal of weeds each year on such lot so as to conform with the requirements, ordinances and regulations of the Village of Homewood.

9. No Trucks, Campers, Etc. To Be Kept On Any Lot Or On Any Street: No trucks, truck mounted campers, commercial vehicles, recreational vehicles, trailers, house trailers, snowmobiles, buses boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any dedicated street in the Subdivision or maintained, stored or parked on any portion or part of the lots in the Subdivision unless housed or garaged completely in a structure which complies with this Declaration and which has been architecturally approved by the Architectural Review Committee.

10. Parking of Vehicles: No type of commercial vehicle shall be parked outside any garage on any lot in the Subdivision; provided, however, that commercial vehicles may be so parked when same are engaged in delivery or service to any residence located in the Subdivision. Further, no aircraft, recreation vehicle, commercial vehicle, boat or snowmobile shall be stored, either temporarily or permanently, outside any garage or otherwise in the open on any lot in the subdivision.

11. Junk Machinery and Materials: No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any lot so they are visible from the streets or any neighboring lot, except as necessary during the period of construction of a building thereon. No part of the Subdivision shall be used for storage of junk or for wrecking yards.

12. Plant Diseases or Noxious Insects: No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

13. Home Occupations, Nuisances and Livestock: No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

No burning of refuse shall be permitted outside the dwelling and no homeowner shall accumulate on his home site any litter, refuse or other unsightly materials. Garbage will be contained in refuse receptacles and protected from view.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other bona fide household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided they do not make any objectional noises and do not otherwise create a nuisance or inconvenience to any of the residents of the Subdivision. Any pets which cause objectionable noise or otherwise constitute a nuisance or inconvenience shall forthwith be removed from the premises by the person having custody of the same. Any pets shall be restricted to the property of the owner and may not be free to roam.

14. Commencement of Construction and Completion of Landscaping: All purchasers of any Lot in Ravisloe Subdivision shall commence construction thereon within twelve (12) months from the date of the closing of said purchase. Once commenced, such construction shall be completed within twelve (12) months from the date of commencement. Site landscaping (including, but not limited to, the parkway adjoining the street at the front or side of each Lot which shall be sodded and planted with the required parkway trees) must be completed within six (6) months of the completion of the structure built thereon. No structure shall be deemed completed until installation of approved landscaping and hard surface driveway.

15. Clean and Orderly Construction Site: All purchasers of a Lot or Lots in Ravisloe are required to maintain a clean and orderly construction site. Upon commencement of the construction of any structure on any lot the following standards must be met:

A) A minimum depth of 5 inches of crushed stone must be spread in that area from the concrete curb to the front of the garage. Said stoned area must be a minimum of twelve feet wide. This crushed stone must be in place prior to the start of any carpentry work.

B) The lot area must be kept free of miscellaneous debris. All construction debris is to be placed in lot owner's on-site dumpster.

16. Temporary Structure: No trailer, mobile home, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of a structure shall be on the same lot as the structure and such temporary structures shall be removed upon completion of construction.

ARTICLE III
VARIATIONS AND DEPARTURES

Declarant hereby reserves the absolute unqualified right to enter into agreement with the owner or owners of any lot or lots, without the consent of the owner or owners of other lot or lots, to depart from vary any and all of the covenants set forth above, provided there are practical difficulties or particular hardships or other good and sufficient reasons evidenced by the owner making the request; and any such departure or variation, which shall be manifested by an agreement in writing, shall not constitute a waiver of any such covenant as to the other lots in the Subdivision, provided that any such departure or variation shall not result in harm or diminution in value of the Subdivision as a whole.

ARTICLE IV
MODEL HOMES

Only the Developer and only builders as designated by Developer, shall be allowed to construct residences of its choosing in the Subdivision. The residences shall be used as "model homes" to advertise the construction product of the aforementioned entities, with appropriate signage as approved by the Village of Homewood. Plans for all model homes shall be subject to the approval of the Architectural Review Committee. All homes built on the premises must be occupied by the owner for a period of one year prior to resale.

1. Advertising and Signage: Until the sale of all lots by the Developer, no advertising, sign or billboard, including "For Sale" or "For Rent" advertising signs, shall be erected or maintained on any lot; except (a) a sign, not exceeding 15 square feet in area, may be erected during the construction of the house, displaying the name of the Developer, Builders Associates, Inc., and only Builders as designated by Developer, in writing, which sign shall be removed immediately after completion of the house, and (b) one temporary sales and identification sign, not exceeding 15 square feet in area, may be constructed on each lot. The Developer, the designated Builders and their successors and assigns, shall be allowed to erect and maintain "For Sale" signs on any Lot in the development until said Lot, and any dwelling thereon, is sold to any person other than the Developer or the designated Builder. Nothing in this paragraph shall be construed to restrict the erection of any signs by Developer designed to advertise generally the name of the Development, or to call attention to model homes.

ARTICLE V
RAVISLOE COMMUNITY ASSOCIATION

1. Creation and Purpose: There shall be formed an Illinois not-for-profit corporation to be known as the Ravisloe Community Association, an Illinois not-for-profit corporation to be organized by the Developer, whose purpose shall be to cooperate with Builder, its successors or assigns, to insure high standards of maintenance and operation of the entrance signage, and the landscape of the detention area.

2. Membership: Every person or entity who is the record owner of a fee or an undivided fee interest in the Lots of Ravisloe Subdivision upon the vesting of such interest and without any further act, shall be a member of the Association subject to the obligations provided herein, in the Articles of Incorporation and the duly enacted By-Laws of the Board of Directors. The presence at membership meeting of any one or several Members of the Lots of Ravisloe Subdivision shall be sufficient for the purposes of determining the presence of a quorum and the voting on any matter properly before the meeting, except at otherwise provided for herein. The foregoing is not intended to include persons or entities who hold an interest merely for the performance of a security obligation. Membership shall be appurtenant to and may not be separated from Ownership of any of the Lots of Ravisloe Subdivision. Ownership of such Lot shall be the sole qualification for membership, and membership shall cease upon termination of such ownership.

3. Voting Rights: Owners of the Lots of Ravisloe Subdivision as defined in ARTICLE II of this Declaration shall be entitled to one vote for each Lot in which they hold the interest required for membership under Section 2 of ARTICLE VII. When the ownership of any one Lot is held by more than one person or entity, all such persons or entities shall be members and the vote for such Lot shall be exercised among them, but in no case shall there be allowed more than one vote for any one Lot.

4. Powers of the Board of Directors of the Association: Upon conveyance of all lots in the subdivision by the Developer, the Board of Directors of the Association shall have the following powers and obligations:

To maintain, repair and reconstruct the entrance signage and landscaping appurtenant thereto on Outlot "A".

To maintain the landscape islands and common areas not otherwise deeded to or maintained by the Village of Homewood, Illinois.

5. Maintenance Assessments:

A) Covenants for Maintenance Assessments: The Declarant, with respect to the Lots of Ravisloe Subdivision, by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or conveyance, is deemed to covenant and agree to pay to the Association (1) regular assessments or charges; and (2) special assessments for capital improvements and unforeseen expenses. All such assessments are to be established and collected as hereinafter provided in this Declaration, together with the Articles of Incorporation and By-Laws of the Association.

B) Purpose and Use of Assessments: All assessments levied by the Board shall be for the purpose of insuring the high standards of maintenance, repair and replacement of the entrance signage, common areas and Landscape Conservation Areas as delineated on the Plat of Subdivision for Ravisloe Subdivision. Such purposes and uses of assessments shall include (but are not limited to) the costs of the Association of all insurance, repair, replacement and maintenance and other charges by this Declaration of Covenants, Conditions and Restrictions, or that the Board of Directors of the Association shall determine to be necessary or desirable to meet the primary purpose of the Association.

6. Assessment Procedure; Regular Assessments:

A) Until DEC. 31, 2002, the regular assessments shall not exceed \$1,000.00 per year per Lot. From and after Dec. 31, 2002, the regular assessments shall be determined by the affirmative vote of two-thirds (2/3) of the Board of Directors of the Association, as provided in this Declaration and the By-Laws of the Association, but the annual rate of assessments may not be increased without the affirmative vote of two-thirds of the entire membership except for the following:

(1) 5% per year when approved by the affirmative vote of a majority of the voting Members of the Association; or

(2) 10% per year when approved by the affirmative vote of two-thirds of the voting Members, present at a meeting thereof called and held in accordance with the By-Laws of the Association.

B) On or before December 1st of each year commencing December 1, 2002, and pursuant to the By-Laws of the Association, the Board of Directors shall hold a meeting or meetings:

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(1) To estimate all expenses provided for in Section 2 of this ARTICLE VII;

(2) To fix the amount assessed against the individual Lots for the forthcoming year; and

(3) To set the amount of the semi-annually collected assessment due the Association and in lieu thereof the amount of the prior year's annual assessment shall be the fixed amount. Should the Board of Directors fail to establish a payment date, all regular assessments shall be due in semi-annual installments on the first day of January and the first day of July, in each respective year. The annual assessment on Lots shall commence with the closing of the sale of each lot to the actual person or entity who shall be the owner and developer of the lot. Semi-annual assessments shall be prorated at closing based upon the actual date the transaction closes.

C) The Board of Directors shall prepare an itemized list of all estimated expenses and shall give written notice of assessment to each Owner subject thereto.

7. Assessment Procedure, Special Assessments:

A) Special assessments may be levied by the Association to defray the expense, in whole or in part, of any capital improvement or unforeseen expenses. Such capital improvements shall include the construction, reconstruction or unexpected repair or replacement of the entrance signage and landscaping of Outlot "A". Unforeseen expenses shall be deemed to be those expenses not provided for in paragraph 2 of Section 5 of ARTICLE VII.

B) Whenever the Board of Directors shall determine there exists a need for levying a special assessment as herein provided, the Board of Directors shall adopt a resolution setting forth the need, amount, period of payment and due date or dates for the proposed special assessment. All special assessments must be approved by a two-thirds (2/3) vote of the voting Members of the Association. Such vote shall be taken at a meeting called by the Board of Directors for that purpose.

8. Allocation of Assessments: Both annual and special assessments must be fixed at a uniform rate for all Lots except as may be otherwise provided in this Declaration. Lots designated as detention areas shall be subject to assessment. Any assessment and any installment thereof provided for herein, shall commence on the Lot on the due date for such assessment in the month following the conveyance, transfer or lease of such Lot by the Declarant. The

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initial assessment shall be adjusted according to the number of months remaining in any calendar year. The Developer shall not be obligated to pay assessments on any lot owned in fee or beneficially by the Developer, prior to the completion of construction thereon.

9. Non-Payment of Assessments: Any assessments, regular or special, which are not paid on the due date shall be delinquent. Such delinquency shall be a constituting lien and an equitable charge running with the land touching and concerning said Lot so assessed held by the then Owner or Owners, his heirs, devisees, personal representatives, assigns, successors and grantees.

Should title to any Lot be held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall attach to all rents due from parties in possession on any Lot on which a delinquent assessment exists, provided that it shall be subordinate to an assignment of rents held by a mortgagee when delivered in connection with a first mortgage loan to purchase any Lot.

Should any assessment remain unpaid thirty (30) days after it has become delinquent, such assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the usury laws of the State of Illinois.

The Association may recover any delinquent assessments by bringing an action at law or in equity against the then Owner personally obligated to pay the same or foreclose the lien against the Lot. Such recovery shall include interest, costs and reasonable attorneys' fees incurred in connection with any such action.

The enforcement of liens or charges shall be limited to a period of five (5) years.

The venue for all actions at law provided for in this ARTICLE VII shall be in Cook County, Illinois. The persons in possession of any Lot shall be authorized to accept summons on behalf of the Owner or Owners of such Lot.

No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Lot.

10. Subordination of Lien: The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage or first trust deed placed upon the Lot for the purpose of purchasing same. Such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the first mortgage or first trust deed. The sale or transfer of any Lot pursuant to a decree of foreclosure under such first mortgage or first trust deed, or any proceeding or conveyance in lieu thereof, shall not extinguish the lien of such assessments which have become due and payable prior to such sale or transfer. Such sale or

transfer shall not relieve the Lot from liability for any assessments or installments thereafter becoming due.

11. Expenditures Limited to Assessment for Current Year: The Association shall not expend more money within any one year than the total amount of the estimate and subsequent assessment levied for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract binding the assessment of any future year, except for contracts for utilities, and no such contract shall be valid or enforceable against the Association.

12. Indemnity of Directors: The Directors and Officers of the Association shall not be liable to the Owners for any mistake of judgement or any acts or omissions made in good faith as such Directors or Officers. The Owners shall indemnify and hold harmless each of such Directors or Officers against all contractual liability arising out of contracts made by such Directors or Officers on behalf of the Owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

13. Liability Insurance: The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons and property damage in such limits as it shall deem desirable, and Workmen's Compensation Insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its Officers, members of the Board, the Declarant, and their respective employees and agents, from liability in connection with Outlot "A" and insuring the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses.

ARTICLE VI OBLIGATIONS TO MAINTAIN ENTRANCE WAYS AND RIGHTS OF THE VILLAGE

The entrance ways shall be constructed adjacent to and signage shall be located upon Outlot "A" by Builder in accordance with a plan approved by the Village of Homewood, a municipal corporation in Cook County (the "Village"). The entrance ways shall be maintained by Builder until such time as the Association is established and thereafter by the Association in good condition and in substantial conformance with the initial plan approved by the Village. In the event Builder or the Association fails to maintain the entrance ways as hereinabove required, the Village shall have the right, but not the duty, to enter upon Outlot "A", as the case may be, and perform such maintenance. The Village's maintenance rights may be exercised thirty (30) days after written notice is mailed to the Builder or the Association of the failure to perform

the maintenance work; provided, however, in the event the failure to perform the maintenance work constitutes an emergency substantially threatening injury to persons or property, the Village shall be required only to give such notice as is practical under the circumstances before the exercise of its rights under this Article. The Village shall be reimbursed by the Builder or the Association for the Village's cost in performing maintenance work within thirty (30) days of mailing of a bill for such work. In the event Builder or the Association fails to pay such bill within the time required, the Village may place and enforce a lien, pro-rata, against each lot, which lien and right of recovery shall include the Village's attorneys' fees, expenses and costs of investigation, settlement and litigation. Failure of the Village to exercise or enforce its rights in any particular circumstances shall not be deemed a waiver of its rights. Notwithstanding any other provision of this Declaration, the rights granted to the Village under this Section shall not be modified in any manner without the written approval of the Village. The obligations of Builder under this Article shall become the Association's obligation upon establishment of the Association.

ARTICLE VII AMENDMENTS

1. Amendments: This Declaration may be amended by the Developer or Declarant until such time as Declarant has conveyed all lots in the Subdivision owned by them to other purchaser. Thereafter, this Declaration may be amended by vote of the majority of the owners of the 6 residential lots in the Subdivision. No amendment shall be effective unless and until a copy of the same signed by the Declarant or, where appropriate, by majority of the owners of lots in the Subdivision, is filed of record in the office of the Recorder of Deeds of Cook County, Illinois. This agreement shall further govern the future disposition and ownership of lots in the Subdivision as to all owners hereof agreeing to be bonded by the terms of this agreement, their successors and assigns.

2. General Provisions:

A) The covenants, conditions and restrictions contained herein, and all amendments thereto, shall run with the land and be binding upon Declarant and upon all persons claiming by, under and through Declarant until the date which is twenty-five (25) years from the date of execution of this Declaration;

B) Upon the date referenced in subparagraph 16(A) above, this Declaration and all amendments thereto, shall be automatically extended for successive ten (10) year periods;

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C) In the event that the owner of any lot in the Subdivision shall violate or attempt to violate any of the covenants, conditions and restrictions, controls and limitations contained herein, any owner of any other lot in the Subdivision shall have the right to institute and carry through any proceeding at law or in equity in order to prevent, restrain, enjoin or remove any such violation or attempted violation, or to recover attorney fees, expenses and damages based on such violation or attempted violation;

D) In the event that a court of competent jurisdiction finds any section, part, provision, term or phrase of this Declaration invalid, said invalidity shall not affect the validity or invalidity of the remainder hereof;

E) This Declaration shall be effective upon the filing of record of same in the office of the Recorder of Deeds of Cook County, Illinois;

F) Declarant hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of grantees of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in the General Restrictions provided there are particular difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining real property in Ravisloe Subdivision.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be signed and scaled on the day and year first above written.

BUILDERS ASSOCIATES, INC.

BY: [Signature]

ITS: PRESIDENT.

ATTEST:

BY: [Signature]

ITS: Vice Pres.

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL MULDERIUK personally known to me to be PRESIDENT of Builders Associates, Inc., an Illinois Corporation, and Peggy Mulderiuk personally known to me to be the Vice President of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that a such MICHAEL MULDERIUK and Peggy Mulderiuk, they signed and delivered the said Instrument as officers of said corporation, and caused the corporation seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29 day of MAY, 2002.

Pamela Strzecki
Notary Public

SCHEDULE OF EXHIBITS

Exhibit A: Legal Description

LOTS 2 THROUGH 7 AND CUTLOT "A" IN RAVISLOE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13 EAST AND THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

28-36-413-001
28-36-220-001
29-31-300-001
29-31-200-003
29-31-118-001

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