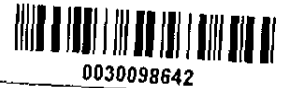


DECLARATION OF COVENANTS FOR PARK AVENUE HOME DEVELOPMENT
LOT NUMBERS 1,2 & 3 IN LYNWOOD, ILLINOIS



THIS DECLARATION made this 30 day of December 2002 by J & T Homes, LLC., an Illinois limited liability company, by its Operating Manager, hereinafter referred to as "Developer,

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RECITALS, INTENT AND PURPOSE

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WHEREAS, the Developer holds the legal and beneficial interest in and to certain Real Estate in Lynwood, Cook County, Illinois known as the PARK AVENUE HOMES DEVELOPMENT, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, each Lot Numbers 1, 2 & 3 contains, or will contain, two separate and distinct parcels; and

NOW, THEREFORE, the Developer hereby declares that all of the property described on Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. The easements, restrictions, covenants and conditions shall run with the Real Estate described in Exhibit "A" as part of a general plan of development and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
EXISTENCE AND TERMINATION

The covenants and restrictions herein set forth shall continue in perpetuity and shall be terminated, if at all, by the agreement of all the lot and parcel owners of the subdivision and their, respective mortgagees, (which shall be in accordance with the provisions of Article VI) which agreement shall be evidenced by an instrument or instruments executed in the manner required for the recording of instruments. The termination shall become effective when such agreements have been recorded in the Office of the Recorder of Cook County, Illinois.

ARTICLE II
GENERAL PROVISIONS

- A. **SEVERABILITY:** Invalidation of any one (1) of these covenants or restrictions by judgment or Court Order shall in no manner affect or invalidate any of the other provisions, which other provisions shall remain in full force and effect.
- B. **ENFORCEMENT:** The Developer, his successors and assigns, or any owner or lot or any mortgage of property within the subdivision, shall have the right to enforce any provision of this Declaration by any proceeding of law or equity. Any owner found to be in violation by a Court of competent jurisdiction of any provisions of this Declaration shall also be liable for reasonable attorney's fees incurred in prosecuting each action and in enforcing the terms and conditions hereof. The failure to enforce any provisions of this Declaration shall in no event to deemed a waiver of the right to do so thereafter. Restrictions do no provide for forfeiture or reversion for violation thereof.

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ARTICLE II DEFINITIONS

The following definitions shall apply to these declarations:

1. "parcel" shall mean each portion of real estate, whether improved or unimproved, individually and separately offered-for-sale and/or sold by the Developer, of which legal title in fee simple absolute can be conveyed; and there shall exist two (2) parcels in each lot;
2. "developer" shall mean J & T Homes, LLC., an Illinois limited liability company;
3. "lot" shall mean the real estate, whether improved or unimproved, individually and separately numbered and identified and designated upon the Plat of Subdivisions, recorded with the Cook County Recorder of Deeds; and said lot shall contain two (2) Parcels;
4. "subdivision" shall mean all of the lots within the PARK AVENUE HOMES DEVELOPMENT, currently Lots 1, 2 & 3 in Lynwood, in Cook County, Illinois, as amended;
5. "flood water storage area" shall mean that portion of the lot designated for flood water storage by the Plat of Subdivisions, or the ordinance of the Village of Lynwood recorded October 13, 1976 as document number 23670414, or the Plan of Grading and Drainage, on file with the Village and the office of the village engineer.

ARTICLE IV RESTRICTIONS

The following restrictions apply to all real estate within the described upon Exhibit "A" and effected by these declarations:

1. Swimming Pools: No swimming pools shall be allowed on any of the parcels;
2. Grading: No change in the grading of any parcel without the prior written approval of the applicable grading plan by the Village Engineer.
3. Mailboxes: All mailboxes and similar receptacles shall only be permitted between the side-by-side driveways.
4. Decks & Patios: The maximum size of exterior decks and/or patios must not exceed ten (10) feet by sixteen (16) feet.
5. Driveways: Each parcel shall be allotted one (1) driveway. The driveways of two or more parcels cannot be combined as a single driveway; no driveway shall exceed thirty (30) feet in width.
6. Accessory Building: No accessory buildings, storage sheds or other structures, with the exceptions of decks and patios, may be erected upon any parcel.
7. Privacy fence and berm: The Developer shall cause to be built and erected a privacy fence, four (4) feet high, of PVC, located approximately on the West property line, running North and South on the crest of the berm. Maintenance of the berm and fence shall be the responsibility of the property owners.

The fence shall be maintained in its original size, location, color and shall be continuous from property line to property line.

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ARTICLES V PARTY WALLS

- A. There is now (or will be, in the future) erected and in place, on the line dividing the two (2) said parcels of land upon said lot numbers 1, 2 & 3 of the PARK AVENUE HOMES DEVELOPMENT, a party wall constructed and being one half of its thickness (more or less) on each side of the dividing line between the said two parcels of land of said lot.

The following applies to the existing, or proposed, party walls upon the lot:

1. Developer is hereby permitted to erect and keep in place, the party wall as herein described, subject to the terms and conditions of the declaration.
2. The said, or contemplated, party wall shall be used and maintained as a party wall forever.
3. The said wall shall be located as more fully described and defined upon the final survey that will be received by the homeowner at closing.
4. The cost and expense of the construction and maintenance of the said wall shall be borne solely by the owners of each parcel of the lot; and said owners of each parcel of the lot shall indemnify and hold Developer harmless from any cost, expense of liability by reason of the cost and maintenance of the said wall.
5. The Developer shall have full right to use the said party wall for the insertions of beams or otherwise upon the erection of buildings upon said lot to the point where it shall have been built.
6. If said wall is at any time extended wither in depth or height after the original construction, the cost of such extension shall be borne by the party extending it.
7. If it becomes necessary to repair or rebuild the wall or any portion thereof as constructed and in place (or as hereinafter extended), the cost of such repairing and/or rehabbing as to such portions of the wall at the time used by both parties shall be at the expense of both parties in equal shares; and/or to the party then exclusively using that portion.
8. If (and when) said wall is rebuilt, it shall be in the same place and of the same or similar materials and of the same proportions as the wall herein described; and may be further extended as herein provided, at the expense of the party making such extension.

ARTICLE VI AMENDMENTS OR CHANGES

Amendments or changes in the restrictions and declarations set forth herein shall be proposed and adopted as follows:

- A. NOTICE: Notice of the subject matter of the proposed amendment in reasonable detailed form shall be included in a notice of meeting to be held and shall be given to all owners of lots within the subdivisions known as PARK AVENUE HOMES DEVELOPMENT.

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- B. RESOLUTION: A resolution adopting a proposed amendment following such meeting must be adopted not less than seventy-five percent (75%) of the total number of lot owners within the subdivision. Lot owners not present as a meeting considering such amendment may vote by proxy.
- C. RECORDING: Owners may execute a power of attorney designating attorney-in-fact to execute documents indicating the adoption of amendments. Such amendments shall be reduced to writing and executed in such manner either by said attorney-in-fact or by the respective lot owners in such form as to be recorded in the Office of the Recorder of Cook County, Illinois.

ARTICLE VIII EXCULPATORY CLAUSE

This Declaration is executed by the undersigned, JOHN W. DAVIS not individually but solely as Operating Manager of J & T Homes, LLC., and said J & T Homes, LLC., is hereby made a part hereof and any claims against said Operating Manager which may result from the signing of this Declaration shall be payable only out of the limited liability company which is the subject of this Declaration and it is expressly understood that each and all of the personal undertakings and agreements herein are made and intended not as personal undertakings and agreements of the Operating Manager or for the purpose of binding the Operating Manger personally, but this Declaration is executed and delivered by the Operating Manager solely in the exercise of the powers confirmed upon him as such Operating Manager and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Operating Manager on the account of any undertaking or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto. All representations of the undersigned are those of the undersigned's J & T Homes, LLC., only. Any and all personal liability of Operating Manager is hereby expressly waived by the owners and their respective successors and assigns.

IN WITNESS WHEREOF Declarant has caused this instrument to be executed and attested.



J & T HOMES, LLC., Operating Manger

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EXHIBIT "A"

LOTS 1 TO 3 IN PLANNED UNIT DEVELOPMENT FOR PARK AVENUE HOMES SUBDIVISION OF THE WEST 25.00 FEET OF THE NORTH 60 RODS OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF TOWNSHIP 7, SECTION 35, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2002 AS DOCUMENT #0021062872

33-07-300-013, -014, -015

198TH & PARK AVENUE, LYNWOOD, ILL

PREPARED BY & MAIL TO:

J & T HOMES - JOHN DAVIS
1131A W. 175TH STREET
HOMEWOOD, ILL. 60430

Property of Cook County Clerk's Office

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