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**DECLARATION OF COVENANTS, RESTRICTIONS, RESERVATIONS
EQUITABLE SERVITUDES, GRANDS AND EASEMENTS
FOR RIVER RIDGE SUBDIVISION, WILL COUNTY, ILLINOIS**

**DECLARATION OF COVENANTS, RESTRICTIONS, RESERVATIONS EQUITABLE
SERVITUDES, GRANTS AND EASEMENTS FOR RIVER RIDGE SUBDIVISION,
WILL COUNTY, ILLINOIS**

THIS DECLARATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, EQUITABLE SERVITUDES, GRANTS AND EASEMENTS for THE RIVER RIDGE SUBDIVISION, WILL COUNTY, ILLINOIS (this "Declaration") is made as of the 1st day of April, 1995, by the undersigned LAWRENCE A. CAPISTA and CHARLES D. SHARP (hereinafter, together with their beneficiaries and agents, and or assigns referred to collectively as "Covenantor") regarding the property described in Exhibit "A" attached hereto.

ARTICLE I

DEFINITIONS

The following words and terms, when used in this Declaration or any supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

- A. "**Committee**" means the Architectural Review Committee described in Article IV.
- B. "**Covenants**" means all of the covenants, restrictions, reservations, equitable servitudes, grants, easements, setback lines, and provisions of every kind and nature set forth in this Declaration.
- C. "**Dwelling**" means any building located on a lot and intended for the shelter and housing of a single family.
- D. "**Dwelling Accessory Building**" means a subordinate building or a portion of a dwelling, the use of which is incidental to the dwelling and customary in connection with that use.
- E. "**Living Area**" means that portion of a dwelling which is enclosed and customarily used for dwelling purposes, and having not less than six feet head room, but shall not include open porches, open terraces, breezeways, attached garages, carports, basements dwelling accessory buildings or any portion below ground level at any point,

except as to multilevel homes whose designs have been specifically approved by the Committee.

F. "**Lot**" shall mean any plot of land described and given a lot number in the Plat.

G. "**Owner**" means all persons or entities who now or in the future have the fee simple title to, are the contract purchasers for, or are a party having any interest in, any Lot or other plot of land depicted in the Plat; but, notwithstanding any applicable theory, Owner shall not mean or refer to Covenantor or to any holder of a mortgage or similar security unless and until such holder has acquired fee title pursuant to foreclosure, any proceeding in lieu of foreclosure, or otherwise.

H. "**Plat**" means the Plat of Subdivision recorded in the office of the Recorder of Deeds of Will County, Illinois, on July 27, 1994, as Document No. R94-73259 and further units of River Ridge to be recorded.

I. "**Single Family**" means one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

J. "**Story**" means that portion of a dwelling included between the surface of any floor and the surface of the floor next above, or if there is no floor above, the space between the floor and the ceiling next above. The word "story" shall not include any portion below ground level at any point.

K. "**Structure**" or "**Building**" means any building or other improvement erected or constructed within the Subdivision, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.

L. "**Subdivision**" means all of the lots and property described or depicted in the Plat and in Exhibit "A" attached hereto.

ARTICLE II

DECLARATION

The following covenants, restrictions, reservations, equitable servitudes, grants, easements and set back lines are hereby imposed on all lots and real estate in the River Ridge Subdivision, which property is depicted in the Plat and is more fully described in Exhibit A attached hereto, shall be considered as running with the land, and shall be binding upon the Subdivision, the lots, the respective present and future owners of lots, and their heirs, executors, administrators, successors, grantees, lessees and assigns.

ARTICLE III

GENERAL RESTRICTIONS

1. **ONE DWELLING PER LOT**: Only one dwelling shall be erected or allow to exist on each lot and said dwelling shall be used or occupied only as a single family residence. None of the lots shall be divided or subdivided, except for the purpose of combining portions thereof with an adjoining lot or lots provided that no additional building site is created thereby. Any single ownership or single holding by any person or persons which comprise the whole of one lot and a part or parts on one or more adjoining lots shall, for all purposes of this declaration, be deemed to constitute a single lot upon which only one residential building may be erected, constructed or allowed to exist.

2. **SINGLE FAMILY**: Dwellings and structures on any lot or any part or portion thereof shall be used or occupied for single family, private residential purposes only and shall never be used or occupied for multi-family, trade, commercial, home occupation, business, or agricultural purposes of any kind or nature. The non-permissive uses prohibited above shall include, but shall not be limited to, the use of the premises for apartment buildings, hospitals, sanitariums, rest homes, nursing homes, hotels, beauty shops, motels, and boarding houses or for the storing of commercial equipment or materials or for professional offices or business or professional purpose. However, (a)

home occupations and other related office uses may be established as incidental to the principal use of the structure for a single family residence, and (b) Covenantor and its assignees or successors shall have the right to erect a single family residential building or buildings on any lot or lots in the Subdivision and to use and maintain any such building as a sales office, model home, business office, storage area, or construction office or area, for the purpose of development and sale of the lots or dwellings in the Subdivision and any adjoining property.

3. NO ROOM RENTAL: No room or are a in any dwelling, structure, lot or part thereof may be rented or leased and no paying guests shall be quartered in any dwelling or structure. Nothing contained in this paragraph, however, shall be construed as preventing the renting or leasing of an entire dwelling as a single unit to single family.

4. SET-BACK LINES: No structure or portion thereof shall be erected or located closer to the front lot line, the street, or the street right-of-way than the set back line as shown on the plat, if not shown on the plat then as established by the Covenantor, for that particular lot. Not building structures, other than fences, may be built between the front lot line and the front of the dwelling. For any structure, other than a fence, driveway, sidewalk or decorative wall, hereinafter erected or structurally altered on any lot, there shall be a side yard from the side of the building or structure to the said side lot line of such lot, and from the back of the building to the back lot line of such lot, of a distance at least 10 feet on each side; and no structure of any kind may be built or located so as to violate the set-back line restriction set forth in this paragraph.

5. DWELLINGS MINIMUM SIZE AND CONSTRUCTION STANDARDS: In addition to all other requirements in this Declaration, the single family dwellings erected on the lots shall be of the minimum size specified as follows, and no residence shall be erected or allowed to exist upon any lot which does not conform to the following requirements:

a. One story dwellings shall contain 1600 or more square feet of living area and must have full brick or stone masonry exterior siding on at least the front, and each side and rear of the structure shall have cedar, stucco or other high quality material approved by the committee.

b. A two story dwelling shall contain at least 1800 square feet of living area, (exclusive of garage, breezeway, porches and basement) in the dwelling. Two story

dwellings shall have some brick or stone masonry exterior walls on at least the front, first floor. All side exterior walls may have stucco, cedar, or other high quality material on the back, exterior wall specifically approved by the Committee.

c. A one and one-half story, split level, bi-level tri-level, multi-level, or other staggered level dwelling shall contain at least 2150 square feet of living area (exclusive of garage, breezeway, porches and basement), and shall have some brick or stone masonry exterior walls on at least the front exterior, all side exterior walls may have stucco, cedar, or other high quality material specifically approved by the Committee on the back exterior wall. Because dwellings described in section 5b and 5c are often unique and may not conform to customary descriptions, no absolute minimum living areas are required on any particular level; however, the Committee shall have absolute discretion to approve or disapprove (for any reason or for no reason) all floor plans of subject dwellings to assure, among other things, that the dwellings will have reasonable living area on the ground level and on other levels.

d. No dwelling containing more than two and one-half stories above ground elevation shall be erected, altered or placed on a Lot.

e. Any roof which is visible (as hereinafter defined) shall be ("architectural grade") asphalt shingle minimum, cedar shake or other type if acceptable to the committee in its sole discretion. A roof shall be deemed visible if it can be seen from the ground level at, any point within the subdivision or if such roof could be seen from any ground level point within the subdivision but for an obstruction such as another dwelling, trees, shrubbery, and the like. Accordingly, only a more or less flat roof which is not visible from any ground level point within the subdivision may be of a material other than required in Article 3 Sec. 5-E but however, the material used must be approved by the committee.

f. It is specifically declared that even if a dwelling sought to be erected on any lot governed by this Declaration shall conform to or exceed the minimum square foot living area requirements set out in this paragraph, such dwelling may not conform to all the requirements otherwise contained in this Declaration and the Committee may therefore disapprove of such construction plans based upon the provisions of this Declaration. Also, notwithstanding any provision of this Declaration, the Committee

shall have the right (but not the obligation), exercisable in its sole and absolute discretion, to interpret the intent and application, or to make exceptions to any provision or specification contained in this Declaration based on individual lot configurations, elevations, and conditions, individual dwelling designs, architectural aesthetic, and the best interests of the subdivision; however, neither the Committee's interpretation of any provision or specification contained in this Declaration nor its granting or denial of any exception shall obligate the Committee, or imply an agreement by the Committee, to render the same interpretation or to grant or deny any similar or other exception thereafter.

6. EXCAVATION EXAMINATION: Prior to commencement of any and all excavations on any lot, the owner and/or contractor and/or excavator shall notify the Committee of the date and time of the start of its proposed excavation so that the Committee or its designated representative may inspect said excavation to ensure that said excavation is in conformance with the restrictions and conditions contained herein.

7. GARBAGE: No garbage or trash shall be burned on any lot or in any property within the Subdivision, except in an incinerator located inside a residence. No garbage, trash or refuse cans, containers or receptacles, shall be maintained or kept in any portion of a lot in front of any building constructed thereon and shall be so placed as to be reasonable screened from the view from the street.

8. ACCESSORY BUILDINGS AND IMPROVEMENTS: No dwelling accessory buildings may be erected upon any lot, except as approved by the Committee. Without limiting the foregoing, no shed, temporary house, out building, camper, habitable motor vehicle, above ground swimming pool, tent, stand, shack, barn, basement, or structure of a temporary character shall be constructed, placed, allowed to exist or be used on any lot, either temporarily or permanently at any time, whether as a dwelling or otherwise; and no dwelling erected on any lot shall be occupied in any manner at any time prior to its full completion in accordance with plans approved by the Committee. For the purpose of this paragraph, tennis courts, in-ground swimming pools and their appurtenances approved by the Committee in its sole discretion shall not be considered outbuildings or prohibited structures.

9. VEHICLE STORAGE: No junk, dilapidated or disabled automobiles, campers, motor

homes, or other vehicles of any kind shall be maintained, stored, or parked on any of the lots or roads, unless housed or garaged completely in a structure which complies with this Declaration so as to fully screen them from the view from the streets and the neighboring lots.

10. BUILDING MATERIAL STORAGE: No implements, machinery, lumber or building material shall be placed or permitted to remain exposed upon any lot so they are visible from the street or any neighboring lot, except as necessary during the period of lawful construction of a building and improvements thereon.

11. SIGNS: No advertising or signs of any type or character shall be erected, placed, permitted or maintained on any lot, other than a name plate of the occupant and a street number not exceeding two feet by one foot in size and except for a "For Sale" or "For Rent" signs not exceeding three feet by three feet in size. These provisions shall not apply to any sign which Covenantor may deem reasonable or necessary for the purpose of identifying, advertising, operating or selling any lots or dwellings.

12. REBUILDING: In the event any structure is damaged or destroyed, either wholly or partially, by fire or other casualty, said structure shall be promptly rebuilt, repaired, remodeled and fully restored. All portions of the structure which are so damaged or destroyed and all debris shall be removed within sixty days from the date of the fire or other casualty. In the event the owner elects not to rebuild or restore, the remaining portion of any structures shall be removed and any excavations shall be promptly filled with dirt, stone or other suitable non-organic fill material, leveled to conform to the adjoining land, and landscaped in a sightly manner in accordance with the Committee's instructions.

13. FENCES: No fence, dog run or animal run or enclosure, shall be erected or constructed on any lot or elsewhere in the subdivision without the Committee's specific written approval, which may be given or withheld for any reason or no reason in its absolute and unrestricted discretion. Without limiting the generality of the foregoing, all fences must be (a) made of high quality wrought iron or (b) stone or brick if such fence is primarily decorative in nature, identical to or compatible with the exterior walls of the dwelling on the lot, and is no more than five feet in height at any point, and (c) or high quality cedar if approved by the Committee.

14. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than two (2) 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 objectionable 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. Pets shall be leashed at all times when not confined in a dwelling.

15. TANKS, AIR CONDITIONING UNITS, SOLAR AND TELEVISION EQUIPMENT:

No elevated tanks of any kind visible from the exterior of a dwelling shall be erected, placed or permitted to exist. All air conditioning, condensing units or other refrigeration, cooling or heating apparatus which must be placed outside of the residence shall be located only in the side or rear yards of the dwelling and shall be maintained and painted in a clean and sightly manner. The installation of solar equipment and television antennae or satellite dishes is not permitted on the exterior of a dwelling or anywhere visible from the exterior of the dwelling. A satellite dish 16 inches in diameter or less may be approved by the Committee at its sole discretion.

16. UTILITY CABLES: All public utility cable, television and radio, pipes, mains, tiles, conduits, wires, cables, lines, service lines and other appurtenances constructed, laid or installed on any lot must (to the extend possible) be buried beneath the ground, except for the necessary pedestals and transformers required to serve the underground facilities.

17. OUTSIDE LIGHTS: Outside or exterior lights serving any lot or structure shall not exceed in illumination of 100 watts per light. Any lights or fixtures attached to poles or buildings shall not be installed more than fourteen (14) feet above the surface of the ground.

18. GARAGES: As an appurtenance to the residential dwelling permitted by Paragraph 1 and 2 hereof, and to be used exclusively in connection with such residential dwelling, a private garage of sufficient size to house not fewer than two (2) standard size American made automobiles shall be erected concurrently with construction of the

dwelling. Each garage must be either attached to such residential building as an integral part thereof or attached thereto by an enclosed breezeway. Garages shall not be used at any time as a residence whether temporarily or permanently, with the exception that the same may, in addition to sufficient space to house said two (2) American size automobiles, contain living quarters for domestic servants of the occupants of the residential dwelling. All garages shall contain at least two (2) single or at least one (1) double door and shall conform to the residential dwelling in architectural design, construction materials, and cost.

19. YARD INSTALLATION AND MAINTENANCE: Each lot owner shall be responsible to lay, install, plant, establish and maintain on his lot or lots a grass lawn and other appropriate planting and approved vegetation on all areas not covered by a building, driveway, sidewalk or other structure. Completion of all other landscaping shall be accomplished when, and in accordance with, the requirements of governing ordinances of the Village of Plainfield; however, in no event shall the same be completed later than Forty Five (45) days after construction of a residence on the lot has progressed to the extent necessary to obtain an occupancy permit from the village of Plainfield. Without limiting the generality of the foregoing, but in addition thereto, each lot owner shall install grass sod on the entire portion of the front yard and side yards and rear yard not otherwise covered by physical improvements or other appropriate landscaping within 45 days after issuance of the occupancy permit for such lot. As security for the owner's performance of the foregoing conditions and the provisions of paragraph 21a, the owner shall deposit with the Covenantor or with the Committee the sum of Two Thousand Dollars (\$2,000.00) prior to commencement of construction of any improvements on the lot. Said deposit shall be held in escrow and (a) may be used by the Covenantor to complete the required landscaping improvements (including installation of grass sod) not completed in a timely manner by the owner or, (b) if the owner does complete all such improvements in a timely and proper manner, said deposit or the unused portion thereof shall be then promptly refunded to such owner. Covenantor shall have the right to extend the period for completion of owner's required landscaping for reasons of inclement weather. Covenantor shall not be required to pay any interest on the \$2,000.00 deposit. Each lot owner shall be responsible for cutting, trimming, and

otherwise maintaining all vegetation, removal of weeds, and maintaining the lot in a slightly and high quality condition and in conformity with all governing ordinances and regulations of the Village of Plainfield. No trash, litter, junk, boxes, containers, bottles or cans or other debris shall be permitted to collect or remain exposed on any lot except as necessary during the period of construction.

20. DILIGENT CONSTRUCTION: All construction, alterations and remodeling of any structure shall be prosecuted diligently from commencement to completion. The entire exterior or shell of all structures, not including finished exterior wall material, must be completed and erected within ninety (90) days after construction on any structure shall have commenced. The complete shell (including roof and all exterior walls and all exterior masonry and all other wall covering) on every structure or dwelling commenced to be constructed shall be completed within six months after the date of commencement of such building. The effect of this provision shall be to require that from neighboring lots, each such dwelling or structure shall appear to be completed within said six months. On request made to the Committee and extension of time may be granted upon such terms and conditions as the Committee may require.

21. DRIVEWAYS, SIDEWALKS & TREES:

a. **Driveways:** Access driveways and other areas paved or otherwise improved 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 Portland cement concrete or the equivalent. The Committee shall have the right to approve or disapprove all plans and specifications for driveways, culverts, pavement edging, and markers.

b. **Sidewalks:** No residence or building erected or constructed on any lot in the Subdivision shall be occupied in any manner at any time prior to the installation and construction thereon by the owner, at the owner's sole expense, of a sidewalk which shall in all respects (including size, shape, placement, (grade and material) conform to all of the requirements of the Plat and the laws and ordinances of the Village of Plainfield, including but not limited to the ordinances which are commonly known as the "Subdivision Ordinance" of the Village of Plainfield as they may presently exist and hereafter be amended. The actual physical presence of a sidewalk which has been constructed on a lot together with the issuance of a "Certificate of Occupancy and

Compliance" by the Village of Plainfield (or any other document used by the Village of Plainfield to serve the same purposes as a "Certificate of Occupancy and Compliance" with respect to such lot) shall be prima facie evidence of full compliance with the terms of this subparagraph with respect to such lot. In the event a sidewalk is not so constructed on the lot within one (1) year after delivery of deed to an owner, Covenantor shall have the right to construct such sidewalk on the lot and record a lien for the cost thereof against said lot, which lien shall bear interest at the rate of twelve(12%) percent per annum from the date such lien is recorded.

c. **Trees:** Each Owner shall plant or install not fewer than two (2) street trees mid-way between the sidewalk and the curb of his or her lot in precise locations approved or designated by the Committee. The street trees shall be planted before any person takes occupancy of the dwelling on the lot, shall be of type and species approved by the Committee, and the Village of Plainfield, and/or Village of Shorewood Park District, and shall measure at least two-half (2 1/2) inches in diameter at a point two feet above grade when planted. Corner lots shall have two parkway trees on each street. However, if a Lot has large healthy trees that are to be preserved, the Committee may at its sole discretion waive this requirement for the lot frontage containing such a tree or trees. In the event a sidewalk is not so constructed on the lot within one (1) year after delivery of deed to an owner, Covenantor shall have the right to construct such sidewalk on the lot and record a lien for the cost thereof against said lot, which lien shall bear interest at the rate of twelve (12%) percent per annum from the date such lien is recorded.

22. CURBSIDE MAIL BOX: In the event curbside mail boxes (boxes not attached to a residence) are required by law for delivery of the U.S. Mail in the Subdivision, the owner of each lot upon which a dwelling is located shall install, erect or place mail boxes or receptacles and a post holding such mail box or receptacle having materials (of brick or stone acceptable to the Committee) matching subdivision.

ARTICLE IV

ARCHITECTURAL REVIEW

1. **COMMITTEE:** In order to carry out the objectives of this Declaration, CHARLES D.

SHARP AND LAWRENCE A. CAPISTA shall act as the Committee until terminated as hereinafter provided. The Committee shall have the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein. Matters requiring approval of the Committee shall be submitted as the Committee designates. Prior written approval shall be obtained from the Committee with respect to matters stated in this Declaration requiring approval.

2. APPROVAL OF ALL BUILDING PLANS: Before commencing the construction, reconstruction, erection, remodeling, restoration, addition to, alteration or placing of any dwelling, fence, wall, structure, or improvements whatsoever on any of the lots, there shall be submitted to the committee two complete sets of construction plans therefore which shall include detailed drawings, specifications, exterior elevations, all construction materials, finished ground elevations (foundation grade or elevation as required by the ordinances of the village of Plainfield), a site plan showing location of the buildings, fences, gas or electric yard lights, all landscaping, and other structures and improvements to be constructed upon the lot (all of which for convenience are herein referred to as the "construction plans"); and no such dwelling, fence, wall, improvement or structure shall be erected, planted, constructed, reconstructed, remodeled, added to, altered or placed upon any lot unless and until the complete construction plans (including but not limited to the site plan and foundation grade and elevation, finished ground elevation and location of any dwelling with respect to the topography of the lot), have received written approval of the Committee as herein provided. Within forty five (45) days after the complete construction plans have been submitted to it, the Committee shall in writing notify the owner for which the construction plans are proposed of its approval or disapproval of the construction plans, the date of mailing or personal delivery of such notice to be deemed to be the date of such notice. Anything herein to the contrary notwithstanding a recording in the office of the Recorder of Deeds of Will County of any such notice disapproving any construction plans or disapproving of the construction, planting, alterations or addition to any dwelling, improvement or structure commenced prior to approval by the Committee shall be sufficient notice to the owner and of the right of the Committee, the Covenantor, and any owner of any other lot to file suit to enjoin the construction of said dwelling, improvement or structure, and

require the removal of any portions thereof which may have been commenced, which said right to file suit, shall extend for three (3) years after the date of said notice. If the Committee shall fail to give such notice of approval or disapproval within forty five (45) days after said complete construction plans have been submitted to it, and if no action shall have been instituted by the Committee or any owner to enjoin in the construction of the proposed dwelling, improvement or structure, it shall be presumed that the Committee has approved such proposed construction plans; provided no such presumed approval shall operate to waive or modify any requirement or provision or restriction of these covenants or to limit the right of Covenantor, the Committee or any Owner to enforce any covenant or other provision hereof.

3. GENERAL SPECIFICATIONS: The height, ground elevation or grade of the top of each and every foundation, basement, crawl space or base walls for dwellings constructed on any lot, set back lines, and the final grading plans shall be as established by the Committee and as set forth in the plat and in the engineering plans as prepared by Rogina & Associates, Inc., or as required by the Village of Plainfield ordinance; and no dwelling shall be constructed unless the tip of the foundation, basement, crawl space or basement walls and the final grade and set backs, are all in accordance therewith. Any deviations of same must be submitted to and approved in writing by the Committee. If requested by Covenantor or the Committee, the owner of any Lot shall cause said Lot or Lots to be surveyed by an Illinois Registered Land Surveyor or an Illinois Registered Professional Engineer for set backs, improvement locations, and final grade to ensure compliance with these restrictions and with the engineering plans and the plat, which survey shall be submitted to and approved by the Committee and/or its duly authorized agent.

4. GENERAL POWERS: In addition to the other powers of the Committee given in this Declaration, the Committee shall have the unrestricted right to disapprove any construction plan submitted to it and to enjoin or otherwise prevent or require the removal of any actual or proposed improvement if, in its sole and uncontrolled discretion or opinion:

(a) Such improvements or construction plans are not in accordance with all the provisions of this Declaration and the provisions of the engineering plans, or

(b) The design, exterior and interior size, exterior shape exterior construction materials or color schemes of the proposed dwelling, improvement, planting, or other structure is not in harmony with other dwellings, improvements or structures within the subdivision; or

(c) Such construction plans as submitted are incomplete or otherwise deficient; or

(d) The improvement or construction plans or any part thereof, or any material used or to be used on the exterior of a structure, or the finished ground elevations of the foundation or the location of a structure with respect to the topography of the land, are contrary to the spirit or intent of this Declaration or contrary to the interests welfare or rights or the Subdivision, any of the owners of any lot, or of any adjacent property owner; or

(e) The improvement or construction plans or any part thereof are unacceptable, or of such design, location, or proportions, or specify construction with unsuitable materials or exterior color schemes, as shall depreciate or adversely affect the values of any other lot. The decision of the Committee shall be final. No member of the committee shall be responsible in any way for any defects in any construction plan submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to the construction plans. In the event of a vacancy or vacancies on the Committee, the remaining members of the Committee may function with full power and authority. Approval of plans, specifications, requests, and the like in writing by anyone of the Committee members shall be deemed approval by the entire Committee.

5. TERMS OF OFFICE: Any member of the Committee may resign at anytime; however, SHARP and CAPISTA shall have the absolute right to remain as the sole Committee members for a period of five (5) years from the date of the recording of this Declaration with the Recorder of Deeds of Will County, Illinois. Covenantor has executed and will record concurrently (more or less) herewith a Declaration of Covenants and Restrictions for the River Ridge Homeowners Association, pursuant of which a not-for-profit corporation will be formed knows as "River Ridge Homeowners' Association "(the Association)". At the expiration of the initial five year period during

which SHARP and CAPISTA shall have the absolute right to be the sole members of the Committee, or upon such earlier date as SHARP and CAPISTA shall, in their sole discretion, resign as members of the Committee, the Committee shall be composed of the duly elected and acting members of the Board of Directors of the Association.

ARTICLE V
ENFORCEMENT

This Declaration, all provisions of this Declaration, and any actual or alleged breach or breaches of any provision hereof may be enforced by the Committee, by any member of the Committee, or independently by the owner or owners of any lot (s) within the subdivision. In addition to any other rights and remedies provided in this Declaration, such rights of enforcement shall include but not be limited to action at law for monetary damages against the owner of any lot or lots who is in breach of any provision of this Declaration, which judgment may be entered against such owner or owners and may, in addition, be recorded as a lien against the lot or lots upon which the breach has been committed. It is specifically recognized and understood, however, and the purchaser or party who becomes an owner of any lot accepts title subject to the stipulation, that action at law for monetary damages in the event of any actual or anticipated breach of any provision of this Declaration may be inadequate to fully compensate the injured party or parties (including all other owners of lots) and that an action in equity for injunctive relief may be the proper and the only adequate remedy; and that, accordingly, such action in equity for injunctive relief to prevent, cure, or otherwise restrain such breach shall be deemed a proper remedy either in lieu of or in addition to an action at law for monetary damages. Any action brought by the Committee or the owner(s) of any lot(s), whether at law or in equity, may be brought not only on behalf of the complaining Committee member or lot owner (s), but also on behalf of all other owners of lots within the subdivision; and in such case the court may award and allocate damages to and among the various lot owners as it deems appropriate and equitable, except that the party or parties who specifically brought or participated in such action shall first be compensated for all costs and expenses, including reasonable attorney's fees, incurred in commencing and maintaining such

action.

ARTICLE VI

EASEMENTS

Easements in the locations and dimensions shown on the Plat are hereby reserved for the use of Commonwealth Edison Company, Illinois Bell Telephone Company, Northern Illinois Gas Company the Village of Plainfield, any cable television operator who obtains a franchise from the Village of Plainfield, others if any shown on the Plat, and their successor and assigns, and anyone working by, through or under them, to install, lay, construct, renew, operate and maintain pipes, mains, tiles, conduits, manholes, cables, and other appropriate structures, with all necessary appurtenances for the purpose of serving the Subdivision and adjoining property with electric, telephone, cable television, gas, sewer and water service together with the right to enter upon said easements at all times to install, lay, construct, renew, operate and maintain said pipes, mains, tiles, conduits, manholes, cables and structures. All such utility pipes, mains, tiles, conduits, cables, and appurtenances (except necessary pedestals and transformers required to serve the underground facilities so constructed in the Subdivision) and lines of any nature and whether constructed, installed, laid or reconstructed in such easements or in streets or rights of way in the Subdivision, must be buried under and beneath the ground; no permanent building, fence, tree or shrubs shall be placed on said easement, but the same may be landscaped and used for other purposes that do not interfere with the use of the easement for their intended specified purposes.

ARTICLE VII

HOMEOWNERS ASSOCIATION

In addition to the covenants, restrictions, reservations, equitable servitudes, grants and easements imposed by this Declaration, the Subdivision and all lots and all owners within the Subdivision shall be subject to the "Declaration of Covenants and

Restrictions for the "River Ridge Homeowners Association", a copy of which is attached hereto and made a part hereof as Exhibit VII, as amended from time to time and to all of the rights and powers granted to the Association created thereby.

ARTICLE VIII

MISCELLANEOUS

1. **TITLE**: Each Owner by the acceptance of a deed conveying any lot shall accept title thereto upon and subject to each and all of the Covenants herein contained, and by such acceptance shall for himself, his heirs, personal representatives, successors, assigns, grantees and lessees, covenant and agree to and with the grantees and subsequent owners to keep, observe, comply with and perform all of said covenants.

2. **COVENANTS**: The Covenants shall be considered as appurtenant to and running with the land and shall operate for the benefit of the Covenantor and the owners, and all of their successors and assigns, and all the lots. A violation of the covenants shall warrant the Committee, any Owner, and Covenantor, its beneficiaries, any of their respective successors and assigns, to apply to any Court of law or equity having jurisdiction for an injunction to prevent such violation or for damages or other proper relief, and if such relief be granted, the Court may, in its discretion, award to the Plaintiff his or its court costs and reasonable attorney's fees. No delay or omission on the part of the Committee, any Owner, or Covenantor, its beneficiaries, or their successors and assigns, in exercising any right, power or remedy shall be construed as a waiver, estoppel, or an acquiescence therein; nor shall neglect of Covenantor, its beneficiaries, Owner, the Committee or their successors and assigns, be otherwise prevented from exercising any such right, power or remedy, or from enforcing any of the covenants herein.

3. **AMENDMENTS OR REVOCATION**: This Declaration may be amended or revoked on or before December 31, 1999 by the Covenantor through a written instrument declaring such amendment or revocation. This Declaration may be amended or revoked from time to time on or after January 1, 2000 by the recording in the Office of the Recorder of Will County, Illinois, of an instrument declaring such amendment or revocation, which instrument shall be signed either by the Covenantor, or by the then

owners of not less than sixty seven percent (67%) of lots having completed dwellings thereon, which instrument shall set forth such amendment or revocation. Such amendments or revocations shall be effective from and after the date of recording. A certificate signed and acknowledged by the Recorder of Will County or by an abstractor or title company doing business in Will County that any such instrument or amendment or revocation has been signed by the then owners on not less than sixty seven percent (67%) of such improved lots shall be deemed prima facie evidence that such instrument has been signed by the owners of the required number of lots. In the voting provided for herein and in making amendments to or a revocation of this Declaration, each of said lots shall be deemed a unit and the owner or owners of each such improved lot shall be entitled to one (1) vote per lot owned and shall be counted as one owner in determining the number of votes and owners.

4. INVALIDITY: The invalidity of any covenant or provision hereof, or any part of any such covenant or provision, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this instrument.

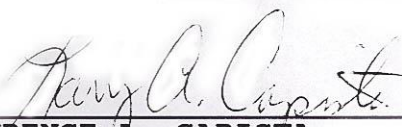
5. HEADINGS: The paragraph headings contained herein are for convenience only and do not define, limit or describe the contents thereof.

6. FAILURE: Any acquiescence or failure to enforce any violation of the covenants shall not be deemed to be a waiver of any of the other provisions of this document in any other instance.

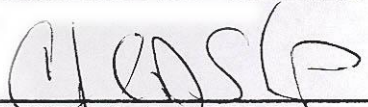
7. NOTICE: Any notice sent or required to be sent to any owner under the provisions of this Declaration, shall be deemed to have been properly given when mailed, postage pre-paid, to the last known address of the person who appears as an Owner for general real estate tax purpose.

8. PROVISIONS: The provisions of this Declaration are made in addition to any ordinances, regulations or laws governing the subdivision referred to in the Plat. If any provision hereof conflicts with any such controlling regulation, ordinance or law, the latter shall take priority over the provision hereof.

IN WITNESS WHEREOF, the foregoing instrument has been executed on the date and year first above written.



LAWRENCE A. CAPISTA



CHARLES D. SHARP

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